

Issuance Date: December 7, 2012
Mandatory Pre-Proposal Meeting: December 14, 2012
Proposal Due Date: January 7, 2013
BMA Approval Date: February 11, 2013

REQUEST FOR PROPOSAL AMBULANCE SERVICES



**City of Germantown
1930 South Germantown Road
Germantown, TN 38138**



CITY OF GERMANTOWN TENNESSEE

1930 South Germantown Road • Germantown, Tennessee 38138-2815
Phone (901) 757-7200 Fax (901) 757-7292 www.germantown-tn.gov

Request for Proposals

Date: December 7, 2012

The City of Germantown, Tennessee, will accept Proposals on:

AMBULANCE SERVICES

Proposal shall be mailed in a sealed envelope marked “**AMBULANCE SERVICES**” in the lower left-hand corner of the envelope and addressed to Purchasing Officer, City of Germantown, P. O. Box 38809, Germantown, TN 38183-0809 or, if using express mail (Fed Ex, Priority Mail, etc), address to 1930 S. Germantown Rd., Germantown, TN 38138. Please place in a sealed envelope inside the express mail packaging. *(Proposal must be received by the City prior to the time indicated below.)* Please mark envelope with the name of the Proposal and Company Name.

Proposals shall be opened at 1930 S. Germantown Rd at **2:00 p.m. CST on January 7, 2013.**

A Mandatory Pre-Proposal conference will be held at 10 a.m. CST on December 14, 2012 at the Municipal Center, 1930 S. Germantown Rd. in Germantown.

The City reserves the right to accept or reject any Proposal, to accept a Proposal containing variations from these specifications if the Proposal so merits, and to accept partial Proposals. *Proposals must be submitted on the Proposal document that the City issues and it must be signed.*

The Successful Contractor shall be prohibited from discriminating against any individual due to his race, creed, color, national origin, age or sex.

The City may waive any informalities or minor irregularities. The Board of Mayor and Aldermen is the final authority and shall have the right to reject any single Proposal or all Proposals submitted.

See attached RFP, Financial Proposal, Contractor’s Qualifications & References Form, Proposal Bond, Contract Acknowledgement Form, and Drug and Alcohol Testing Acknowledgment Statement and Affidavit that all must be returned as part of the Proposal. Returning the form for disclosure of the Title VI and Title IX information is voluntary.

The Standard Germantown Contract for Services and/or Products, Payment Bond, Performance Bond and the required Insurance Certifications are included and will be required from the selected Proposal.

Sincerely,

Lisa A. Piefer

Lisa A. Piefer
Purchasing Officer

ADVERTISEMENT

Separate sealed PROPOSALSS will be received by the City of Germantown at the office of the Purchasing Officer at 1930 South Germantown Road, Germantown, Tennessee until **2:00 p.m., Local Time, on the 7th day of January, 2013**, and then at said office publicly opened and read aloud for the contracted services of:

RFP FOR AMBULANCE SERVICES – CITY OF GERMANTOWN

The services are briefly described as follows: Provide emergency ambulance services from locations within the City of Germantown, TN including all ambulances equipped and staffed for Advanced Life Support.

Mandatory Pre-Proposal conference will be held at 10 am on December 14, 2012 at the Municipal Center, 1930 S. Germantown Road, in Germantown.

Copies of the PROPOSAL DOCUMENTS including the specifications and submittal forms may be examined and obtained at the following location:

City of Germantown
Purchasing Officer
1930 South Germantown Road
Germantown, TN 38138
Bid Opportunities Page: <http://www.germantown-tn.gov/index.aspx?page=878>

Each PROPOSAL must be submitted on forms provided in the PROPOSAL DOCUMENTS packet and either accompanied by a PROPOSAL BOND, properly executed on the form provided, or a Certified check or Cashier's check drawn on a National or Tennessee Bank in the amount of \$ 25,000.00 and payable to the City of Germantown.

The CONTRACTOR'S name and address, the due date for the PROPOSAL, and the PROPOSAL title "AMBULANCE SERVICES RFP" must be plainly marked on the sealed envelope containing the PROPOSAL. For additional details and requirements about submitting a PROPOSAL, see the Sections I and II in the RFP. The selected CONTRACTOR shall be prohibited from discriminating against any individual due to the individual's race, creed, color, national origin, age, or sex.

The City may waive any informalities or irregularities. The Board of Mayor and Aldermen of the City is the final authority and shall have the right to reject any single PROPOSAL or all PROPOSALS submitted.

Purchasing Officer
City of Germantown, Tennessee

**CITY OF GERMANTOWN
REQUEST FOR PROPOSAL
AMBULANCE SERVICES**

Table of Contents

Section I – General Information

I.1	Background Information	6
I.2	General Scope of Services	6
I.3	Proposal Inquiries	7
I.4	Pre-Proposal Meeting.....	7
I.5	Mailing Address.....	7
I.6	Proposal Submittal Deadline.....	7
I.7	Consideration of Proposals	8
I.8	Proposal Timeline Summary.....	8
I.9	Proposal Disposition	8
I.10	Proposal Opening.....	8
I.11	Withdrawal of Proposals	8
I.12	Proposal Bond Requirements.....	8
I.13	Selection Process	9
I.14	Selection Criteria	9
I.15	Contractor Certification	9
I.16	Subcontractors.....	9
I.17	Insurance Requirements.....	9
I.18	Performance & Payment Bond Requirements	10
I.19	Information for the Successful Contractor.....	10

Section II – Proposals Submittal Content

II.1	Technical Requirements.....	11
II.2	Financial Proposal Requirements	11

Section III – Project Requirements

III.1	Scope of Services	12
III.2	Minimum Contractor Requirements	13
III.3	General Duties of Contractor	14
III.4	Transport	16
III.5	Communication Equipment	16
III.6	Available Ambulances	16
III.7	Performance Times	17
III.8	Ambulance Specifications	19
	A. General Information.....	19
	B. Specific Ambulance Requirements	19
III.9	Ambulance Personnel	20
III.10	Quality Improvements Program.....	22
III.11	Fire Department Responders.....	23

TABLE OF CONTENTS (CONT'D)

III.12	Non-Compliance of Performance Penalty Assessments	23
A.	General Information	23
B.	Response Time Penalties	23
C.	Turnout Time Penalties	24
D.	Personnel Compliance Penalties	24
E.	Ambulance/Equipment Performance Penalties	25
F.	Failure to Report On-Scene or In-Services Penalties	25
G.	Report Compliance Penalties	25
H.	Communications Compliance Penalties.....	25
I.	Penalty Disputes	25
III.13	Selection Criteria	26

Section IV – Contract Requirements

IV.1	Contract Contents.....	27
IV.2	Contract Term & Expiration	27
A.	Term	27
B.	Renewal.....	28
C.	Expiration of Term	28
IV.3	Contract Compensation.....	29
A.	Compensation Amount	29
B.	Rate Adjustment	29
IV.4	Termination.....	29
A.	Termination for Cause	29
B.	Termination by Contractor	30
C.	Termination by City	30
D.	Replacement of Contract Services	32
E.	Dispute after Replacement	32
IV.5	Liquidated Damages	33
IV.6	Performance Damages	33

Appendices

A.	Evaluation Criteria	34
B.	Financial Proposal.....	36
C.	Proposal Bond.....	39
D.	Contractor Information & References	41
E.	Title VI & Title IX Information.....	43
F.	Drug & Alcohol Testing Policy and Affidavit.....	45
G.	Insurance Requirements & Certifications	48
H.	Payment & Performance Bonds.....	51
I.	Contract Acknowledgement Form	58
J.	Contract Form	59

CITY OF GERMANTOWN AMBULANCE SERVICES REQUEST FOR PROPOSAL

SECTION I: GENERAL INFORMATION

I.1 BACKGROUND INFORMATION

The City of Germantown coverage areas encompasses nearly 20 square miles and has a population of approximately 40,123 people. The Germantown Fire Department is a full service agency that provides fire suppression, emergency medical services, public fire and safety education, hazardous materials response, technical rescue services, fire code compliance, and fire prevention activities. The fire department consists of 60 full-time fire fighters, 8 staff officers, and two administrative personnel. The full-time fire fighters work a rotating 24-hour shift out of four fire stations with a minimum staffing of 17 personnel that are on duty at any time. Each on-duty company can provide Advance Life Support medical services and a Battalion Chief supervises each shift.

The Fire Department will respond to approximately 3,100 calls in 2012 and of those, roughly 65% will be for medical services. It is estimated that just over 1,500 patients will require transport to area hospitals.

I.2 GENERAL SCOPE OF SERVICES

The intent of this RFP is to receive proposals to provide emergency care and transport with Advanced Life Support (ALS) Ambulance Service for Germantown, TN (hereafter the City). The City is seeking the highest quality, most reliable paramedic ambulance services at the most reasonable price. In this procurement, the City desires clinical excellence, superb time performance, and cost containment, along with a professional and courteous image.

The agreement between the City and the successful contractor begin at 00:00:01 hours on July 1, 2013 and shall terminate at 24:00 hours on June 30, 2016. An additional two (1) year extension of the service contract is available per these specifications if both parties, the City and Contractor, agree to the terms. This additional period(s) will begin at 00:00:01 hours on July 1, 2016 and will terminate at 24:00 hours on June 30, 2018.

The successful Contractor shall be responsible for providing up to four (4) ambulances that meet the requirements of this RFP for response to emergency requests throughout the Germantown city limits. This can also include providing mutual aid to other municipalities, as well as additional support services. The services shall also include, but not be limited to, the management and operation of all ambulances, including Advanced and Critical Care Units. Additionally, the service shall include medical supply purchasing, management and operation of the medical supply warehouse, all fleet maintenance, and public education.

The most important aspect of this procurement is the fact that this procurement will result in the award of a performance-based contract. A contractor who fails to perform must and shall be promptly replaced, because human lives, and not merely inconvenience or money, are at stake.

I.3 PROPOSALS INQUIRIES

All inquiries concerning this “Request for Proposal” should be directed to the Purchasing Officer, City of Germantown, and 1930 S. Germantown Road, Germantown, TN 38138. Formal inquiries must be submitted in writing via e-mail at purchasing@germantown-tn.gov. Informal inquiries that are informational in nature can be made at any time by calling the Purchasing division at (901) 757-7260. Any response to inquiries that affect all contractors will result in notification of all contractors of such information. The City can conduct conferences or otherwise communicate with all parties who may be interested in responding to a proposal prior to the time that proposals are to be received.

Should any Contractor find any discrepancies in, or omission from, the Specifications or other Contract documents or should the Contractor be in doubt as to the meaning, he shall at once notify the Purchasing Officer at the City of Germantown, and obtain an interpretation or clarification prior to submitting a Proposal. Every request for such an interpretation and clarification shall be made in writing to the City Purchasing Officer. Any interpretation or clarification given in accordance with this provision shall be in writing. Requests may be sent via e-mail at purchasing@germantown-tn.gov and must be received at least three business days before the opening of Proposals.

The City of Germantown may, during the proposal period, advise the Contractors by addendum of any additions, deletions, or alterations to the documents forming this RFP. All such addenda must be considered by the Contractors in the services to be performed and in the submitted proposal and shall become a part of the RFP and the executed Contract. The Contractor will acknowledge receipt and consideration of any addenda by signing and returning an Addenda Acknowledgement Form with the submitted proposal.

I.4 PRE-PROPOSAL MEETING (Mandatory)

A Mandatory Pre-Proposal meeting will be held to discuss the submittal requirements, Specifications and Contract related to this Proposal and to address any questions from potential Contractors. The conference will be held on **December 14, 2012 beginning at 10 a.m. CST at the Municipal Center, 1930 S. Germantown Road, in Germantown.**

I.5 MAILING ADDRESS

Proposals and submittals shall either be mailed or hand-delivered to one of the following addresses:

Mail: Purchasing Officer	Delivery: Purchasing Officer
City of Germantown	City of Germantown
P. O. Box 38809	1930 S. Germantown Road
Germantown, TN 38183	Germantown, TN 38138

Note: The City is not responsible for delays by the U.S. Postal Service or by other delivery services used by the Contractor.

I.6 PROPOSALS SUBMITTAL DEADLINE

All Proposals must be received by the City of Germantown Purchasing Officer at the address listed above prior to **2:00 p.m. on January 7, 2013.** Each proposal must be submitted in a sealed envelope with the following words clearly marked on the outside of the envelope: **AMBULANCE SERVICE**

RFP. The contractor's name and address must also be clearly indicated on the envelope. All submittals must be typewritten or machine printed, except that forms required as part of the submission may be hand-printed in ink.

I.7 CONSIDERATION OF PROPOSALS

Any proposal that is not received in the Purchasing Officer's office prior to the deadline date and time will not be considered and shall be returned unopened to the contractor. The City reserves the right to accept or reject any and all proposals and to waive technicalities or irregularities involving any proposal.

I.8 PROPOSALS TIMELINE SUMMARY

	<u>Date</u>
Issuance of RFP	December 7, 2012
Pre-Proposal Meeting (Mandatory)	December 14, 2012 at 10 am CST
Proposal Submittal Deadline	January 7, 2013 at 2:00 p.m. CST
Contractor Evaluation	January 7-18, 2013
Selection of Contractor	January 25, 2013
Recommendation for Board Approval	February 11, 2013
Start Date	After Contract Completion & Per Term in Contract (If approved by Board)

Note: All dates during the evaluation, selection phase and Board Approval are subject to change if necessary.

I.9 PROPOSALS DISPOSITION

All proposals become the property of the City upon submission and will not be returned to the applicant. The City will not pay any costs incurred in proposal preparation, presentation, demonstration or negotiation, nor does it commit to procure or contract for any services. All costs of proposal preparation will be borne by the Contractor. Furthermore, the City assumes no liability for any costs incurred by Contractors throughout the entire selection process.

I.10 PROPOSALS OPENING

Proposals shall be opened publicly and be subject to the Open Records Policy for the State of Tennessee.

I.11 WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn upon written or facsimile request received from a Contractor at any time prior to the time fixed for opening Proposals. No Contractor may withdraw a Proposal within sixty (60) days after the Proposal has been opened and publicly read.

I.12 PROPOSAL BOND REQUIREMENTS

All contractors will be required to submit a proposal bond in the penal sum of \$25,000 properly executed on form provided in **Appendix C** with their proposal. Contractors may also submit a

Certified or Cashier's Check in that same amount made payable to the City of Germantown is also acceptable.

I.13 SELECTION PROCESS

Once the Proposal submission deadline has passed, designated City staff will review all Proposals and evaluation criteria, and shall select the Contractor with the Proposal that is best qualified and responsive to the City's specifications. The award shall be made to the responsible proposer who's Proposal the Board of Mayor and Aldermen of the City ("Board") determines is the most advantageous to the City, taking into consideration price and the evaluation factors set out in Appendix A of the RFP.

Failure to meet the "Technical Requirements, Financial Proposal and Project Requirements (Section II & III) will be cause for rejection of the Proposal. In all cases, the City will be the sole judge as to whether a Contractor's Proposal has or has not satisfactorily met the requirements of this RFP.

The City may reject any Proposal if it is conditional, incomplete, or contains irregularities. The City may waive any non-substantial deviation in a Proposal. Waiver of a non-substantial deviation shall in no way modify the RFP documents nor affect the recommendation for awarding of the contract.

I.14 SELECTION CRITERIA

It is the intent of the City to award the contract for this project to the Contractor that best meets the specifications and anticipates the future needs of the City concerning the project and that is most responsive to every aspect of this RFP. The evaluation factors that will be used in the selection process are set forth in Appendix A, Evaluation Factors. Proposals will be evaluated based on information provided in the Proposal's submittal.

I.15 CONTRACTOR CERTIFICATION

By submission of a proposal, the contractor certifies that they have not paid nor agreed to pay any person, other than bona fide employees of the contractor, a fee or brokerage resulting from the award of the contract.

The City may, by written notice to the contractor, disqualify a particular contractor from consideration or cancel any award under this Request if it is found by the City that gratuities, in the form of entertainment, gifts or other valuable considerations, were offered or given to any representative of the City with an intent to secure favorable treatment in the selection process.

I.16 SUBCONTRACTORS

It is the intent of the City to contract directly with a Contractor for all the services and/or products. The use of subcontractors by the Contractor to meet any performance requirements within this RFP is specifically prohibited.

I.17 INSURANCE REQUIREMENTS & CERTIFICATIONS

The selected contractor will be required to maintain the insurance requirements as specified in **Appendix G** and to submit a certificate of insurance and additional certifications as a part of this

contract. It is strongly recommended that all contractors review the enclosed insurance requirements with their insurance agency before submitting a proposal.

I.18 PAYMENT & PERFORMANCE BOND REQUIREMENTS

The selected contractor will be required to obtain Payment and Performance Bonds as specified in **Appendix H** and to submit as a part of this contract. Additionally, the selected Contractor must furnish a Performance Bond throughout the entire term of the Contract in an amount equal to 100% of the annual Contract price. The Performance Bond will be renewed annually during the term of the Contract. Selected contractor is required to have an insurance company authorized to do business in the State of Tennessee sign the bond and attach his/her Power of Attorney. Payment and Performance Bonds must be attached to items above and made part of this contract

I.19 INFORMATION FOR THE SUCCESSFUL CONTRACTOR

When a Contractor has been selected, a contract will be prepared which shall be subject to approval by the Germantown Board of Mayor and Aldermen. The standard form of the City's Contract for Services and/or Products is included in **Appendix J**.

The City will notify the successful Contractor that it is the successful Contractor by sending a written notice of award. Accompanying the notice of award will be the Contract for Services and/or Products ("Contract") (**Appendix J**); Insurance Requirements (**Appendix G**); the Performance and Payment Bond (**Appendix H**). The Contractor is required to return same to the City, properly executed, within fifteen (15) days of receipt.

The Contractor is required to sign the Contract as set out in the Proposal and acknowledged in Contract Acknowledgement Form (**Appendix I**) which is submitted with Proposal. The Contractor is required to sign the Payment & Performance Bond (**Appendix H**) exactly as set out therein, have an authorized agent of an insurance company authorized to do business in the State of Tennessee sign same and attach the agent's Power of Attorney. Said Performance Bond must be attached to the Contract. The Contractor is required to have an authorized agent of an insurance company or companies authorized to do business in the State of Tennessee sign the Certificate of Insurance Coverage (substantially in the form of **Appendix G**). The Certificate of Insurance Coverage must be attached to the Contract.

The Contractor shall be notified by the City when said Contract, with the required attachments, has been approved. The City will thereafter issue in writing to the Contractor notifying the Contractor to commence work under the Contract. When such occurs, the Contractor is required to commence work as specified therein.

If the Contractor fails to timely comply with the foregoing, the defaulting Contractor and the surety on its Proposal Bond shall become liable to the City for any damages suffered by the City because of such failure.

Further, the Contractor, by submitting its Proposal agrees that it has read and is familiar with all the terms and conditions of the documents making up the Contract documents and will abide by the terms and conditions thereof. The terms of this Request for Proposal and the successful Proposal shall be incorporated into the final Contract.

The Contract and other related documents will be interpreted in accordance with and controlled by the laws of the State of Tennessee. The original executed copy of the Contract shall remain on file at the Office of the City Clerk, 1930 South Germantown Road, Germantown, Tennessee 38138

SECTION II: PROPOSALS SUBMITTAL CONTENT

II.1 TECHNICAL REQUIREMENTS

A proposal submittal will consist of **six (6)** complete copies and (1) electronic copy on CD of the following items:

- A. A cover letter stating that the contractor formally submits his/her Proposal for consideration in the selection process for the project. The letter must indicate that the contractor has attended the mandatory Pre-Conference Meeting and that they understand the proposal specifications and requirements, and upon City request, and that the contractor will be available for interviews during the selection process. A statement must also be included that the contractor agrees to the terms and conditions as set forth herein.

The letter must also indicate that the contractor has included the documents and information specified in the following:

- Appendix **B** Financial Proposal
- Appendix **C** Proposal Bond
- Appendix **D** Contractor Information & References
- Appendix **E** Title VI & Title IX Information (**Voluntary information**)
- Appendix **F** Drug & Alcohol Testing Acknowledgement Statement
- Appendix **I** Contract Acknowledgment Form

The cover letter will also include a statement that the contractor (**if selected**) can comply with the requirements of the following:

- Appendix **G** Insurance Requirements Certifications
- Appendix **H** Payment & Performance Bonds
- Appendix **I** Contract

Any contractor may submit additional material provided that the above-required items are easily distinguished from such other material.

II.2 FINANCIAL PROPOSAL REQUIREMENTS

The Financial Proposal in **Appendix B** shall include the scope of services that will be provided in order to complete the project as prescribed in Section III. Pricing for the final deliverable for this project shall be detailed by the following:

- A. The Contractor must provide a future forecast of annual contract cost increases along with forecasting annual transport fee increases for the additional years of service within the contract period of this RFP.

- B. Any billing items or materials used by the Contractor to collect transport and mileage fees shall not identify the City of Germantown or the Germantown Fire Department within any of the documents. Collection of transport and mileage fees is the sole responsibility of the Contractor.
- C. The City's initial contract costs along with any transport and mileage fees must be approved by the Fire Chief prior to the beginning of the contractor's service period. The contract cost along with any transport and mileage fees shall not increase during the first year of the contract. Any other subsequent increases in the contract fees paid by the City along with transport and mileage fees shall be approved annually by the City. The following list/fee schedule contains the maximum allowable transport and mileage fees for the beginning year of the contract:

Fee Schedule

Below is a list of the maximum amount of approved fees that can be charged for each level of emergency transport during the initial year of the service contract. The treatment and non-transport fee shall not apply to third party calls for medical service or to Medicare Benefit Patients.

Medicare Benefit Patients (or current fee schedule for 38138/38139 zip code)

- Basic Life Support, Emergency Transport \$325.02
- Advanced Life Support 1, Emergency Transport \$385.97
- Advanced Life Support 2, Emergency Transport \$558.63
- Mileage \$7.03

Private-Pay Patients

- Basic Life Support, Emergency Transport \$650.00
- Advanced Life Support 1, Emergency Transport \$750.00
- Advanced Life Support 2, Emergency Transport \$850.00
- Treatment and Non-Transport Fee \$450.00
- Mileage \$15.00

SECTION III: PROJECT REQUIREMENTS

III.1 SCOPE OF SERVICES

- A. The intent of this RFP is to receive proposals to provide emergency care and transport with Advanced Life Support (ALS) Ambulance Service for Germantown, TN. The City is seeking the highest quality, most reliable paramedic ambulance services at the most reasonable price. Proposals not meeting this intent will be considered unresponsive.
- B. The successful Contractor shall be responsible for providing up to four (4) ambulances that meet the requirements of this RFP for response to emergency requests throughout the Germantown city limits. This can also include providing mutual aid to other municipalities, as well as additional support services. The successful contractor must achieve the performance standards described within this RFP.

- C. In this procurement, the City desires clinical excellence, superb time performance, and cost containment, along with a professional and courteous image. Under the contract, the relationship between the City and the Contractor should always be one of cooperation and not conflict. The services shall include, but not be limited to, the management and operation of all ambulances, including Advanced and Critical Care Units. Additionally, the service shall include medical supply purchasing, management and operation of the medical supply warehouse, all fleet maintenance, and public education.
- D. The most important aspect of this procurement is the fact that this procurement will result in the award of a performance-based contract. A contractor who fails to perform must and shall be promptly replaced, because human lives, and not merely inconvenience or money, are at stake. In accepting a contractor's offer, the City neither accepts nor rejects the Contractor's level-of-effort estimates; rather, the City accepts the Contractor's promise to employ whatever level-of-effort is necessary to achieve the clinical, response time, contract personnel requirements, ambulances, equipment carried, and other performance standards required by the terms of the contract.
- E. The Contractor is specifically advised to use its own best expertise and professional judgment in deciding upon the methods to be employed to achieve and maintain the high performance standards required under the contract. By "methods", the City means compensation programs, personnel policies, supervisory structures, vehicle acquisition, and other internal matters which, taken together, comprise each Contractor's own strategies and tactics for getting the job done.
- F. The agreement between the City and the successful contractor begin at 00:00:01 hours on July 1, 2013 and shall terminate at 24:00 hours on June 30, 2016. Two (2) additional one (1) year extension of the service contract is available per these specifications if both parties, the City and Contractor, agree to the terms. This additional period will begin at 00:00:01 hours on July 1, 2016 and will terminate at 24:00 hours on June 30, 2018.
- G. The successful contractor shall meet all the requirements set forth within this RFP and have emergency transport experience. Oversight and review of compliance within performance standards of the successful Contractor will be conducted by the Fire Chief or his designee.

III.2 MINIMUM CONTRACTOR REQUIREMENTS

- A. The Contractor proposer must have experience as the provider of emergency ambulance services for a population of 15,000 or experience of at least seven (7) years of ambulance service operations. Such experience shall include compliance with fractile response time performance and other regulatory/contractual expectations. The proposed contractor must have an excellent business reputation and show evidence of stability as a provider of ambulance transport services.
- B. Proposer must provide evidence of its fiscal strength to implement and maintain the services outlined within this RFP for the term of the contract period. The contract proposer must have sufficient capital for contract implementation and financial reserves to sustain operations. The contractor proposer must be free of commitments and potential commitments which might

impact assets, lines of credit, guarantor letters, or otherwise negatively affect the company's ability to perform the contract.

- C. The use of subcontractors by the Contractor to meet any performance requirements within this RFP is specifically prohibited.
- D. Successful proposals will include, at a minimum all of the following provisions in Sections III.3 through III.15.

III.3 GENERAL DUTIES OF CONTRACTORS

- A. Contractor must maintain compliance with Tennessee Code Annotated, Section 68-140-201 *et seq.*
- B. Contractor must maintain compliance with Rules of The Tennessee Department of Health, Chapter 1200-12-1, *et seq.*
- C. The contractor shall bear the sole responsibility and cost for all equipment and supplies required to meet the requirements of this RFP along with ensuring all equipment is in proper working order at all times.
- D. The contractor must stock and maintain all ALS (Advanced Life Support) Vehicles with equipment required by the State of Tennessee, Division of EMS, along with additional equipment and supplies required by the City. (See Section III.8)
- E. A non-compliance penalty shall be assessed against the Contractor if personnel or any ambulance or equipment used by the Contractor to provide services described within this RFP do not meet the requirements stated in this RFP. (See Section III.12)
- F. Contractor must provide and pay for all administration, insurance, professional expertise, labor, materials, vehicles, and equipment necessary to respond to all emergency and non-emergency calls referred to the Contractor by the City.
- G. The contractor must meet and maintain all requirements of the Germantown Fire Department's Medical Director EMS protocols for medications and procedures. This shall also include any future medication or procedure requirements allowed or required by the Medical Director. The contractor shall bear any additional cost for these future updates.
- H. In responding to emergency response requests, the Contractor shall satisfy the response and turnout time requirements set forth within this RFP. (See Section III. 7 & III.12)
- I. In responding to requests for back-up ambulances, the Contractor will satisfy the response time requirements set forth within this RFP. (See Section III. 7 & III.12)
- J. The Contractor must allow ambulances to be dispatched, located and monitored by the Germantown Fire Department and/or the Germantown Public Safety Dispatch Office (hereafter Dispatch).

- K. The Contractor will be responsible for supplying vehicles, equipment, supplies, and radios that meet or exceed standards for inter-operable communications with the Germantown Fire Department.
- L. The Contractor will also install or cause to be installed, new CAD (Computer Aided Dispatch) systems through compatible remote Mobile Data Terminals in each ambulance, and AVL (Automatic Vehicle Locator) hardware to be used by Dispatch to track the location of the contractor's ambulances. The City is migrating over to the New World MSP Mobile CAD and AVL system with full functionality expected by August 2013. The contractor will ensure their installed equipment is fully compatible and operational with the New World MSP CAD and AVL system. All contractor vehicles and equipment shall be fully operational when placed into service initially and throughout the term of the contract for response to public needs. Maintenance and up keep will be the sole responsibility of the Contractor.
- M. The Contractor must apply for, secure, and renew all licenses, permits, certificates or similar government approvals which are or may be required by applicable law and Rules and Regulations of the Tennessee Department of Health, Emergency Medical Services Division ("EMS Division") for conducting services described in this RFP. The Contractor must provide copies of all licenses to the City.
- N. The Contractor must accept assignment of Medicare benefits as payment and shall not bill Medicare beneficiaries for any additional amount except as permitted by the Medicare Guidelines for the acceptance of assignment.
- O. The Contractor must make emergency services available to all persons within the service area defined in the Contract. The contractor shall not refuse to transport any person, when that person through informed, expressed, or implied consent requires transport to a hospital emergency department.
- P. The Contractor shall provide a standby ambulance and emergency medical personnel meeting the requirements of the RFP for standby upon request of the Germantown Fire Department at no additional charge to the City, when there is reason to believe a life threatening public emergency presently exists or is imminent in the City, which includes standing-by at fire, rescue, and hazardous materials response incidents.
- Q. The Contractor must comply with all City Emergency Plans, or successor plans adopted and approved by the City.
- R. The Contractor further agrees to participate in at least two (2) emergency drills as directed by the EMS Coordinator or Fire Chief. Personnel used for such drills will not affect the number of ambulances dedicated to the City.
- S. The Contractor shall agree to provide at least two ALS (2) ambulances at a minimum of two (2) large special events each calendar year during the term of the contract. These special events will be identified by the EMS Coordinator. The personnel and ambulances used for such events will not affect the number of ambulances dedicated to the performance requirements of this RFP.

- T. The Contractor may not offer incentives, by way of additional salaries or wages, or compensated leave of absence, to employees based upon the number of procedures performed or based upon mileage for the provision of ambulance transportation.
- U. The Contractor will replace all medical supplies used by the Fire Department on EMS calls with an equal quality product. The disposable supplies shall be replaced within four (4) hours. A list of non-disposable supplies shall be provided to the Contractor by the EMS Coordinator on a weekly basis. The Contractor shall replace the non-disposable items within ten (10) business days.
- V. The contractor will provide the necessary means for someone to be available to deliver supplies and equipment to ambulances on a daily or needed basis. Each ambulance provided within this contract shall always have the supplies and equipment required by the City and the State of Tennessee.

III.4 TRANSPORT

- A. The Contractor must transport, without charge, all employees of the City who become sick or injured while on duty, in the contracted coverage area, and in need of emergency services.
- B. The Contractor must transport, without charge, all people in police custody, in need of emergency services.
- C. The Contractor must provide emergency services from the scene to the appropriate health facility or other location for all persons in the service area.
- D. The Contractor's personnel shall not attempt to influence a patient's destination selection other than as set forth in the current Tennessee Department of Health, EMS Division and/or Medical Director protocols.

III.5 COMMUNICATIONS EQUIPMENT

- A. The Contractor shall supply and maintain fully operational vehicle mobile radios and portable radios as required for it to perform hereunder. Each ambulance shall be equipped with radios that operate on frequencies required by the State of Tennessee, all Medical Control frequencies, and those used by the City. All ambulances must be equipped with one (1) mobile 800 mega-hertz radio and two (2) portable 800 mega-hertz radios that are fully operational with the City's public safety radio communication system. The Contractor must install and maintain all radio communication equipment during the term of the contract.
- B. The Contractor shall supply and maintain full operation of the necessary wireless communication equipment that is required to transmit EKG data from the cardiac monitor/defibrillator to area hospital emergency departments during the term of the contract.

III.6 AVAILABLE AMBULANCES

- A. The contractor shall maintain its vehicles in a good working order consistent with the manufacturer's specifications. In addition, detailed records shall be maintained as to work

performed, costs related to repairs, and operating and repair costs analyses where appropriate. Repairs shall be accomplished and systems shall be maintained in accordance with all applicable laws, regulations, standards, and ordinances. The Contractor shall bear the entire cost for maintenance, service, and repair of its ambulances or other vehicles required to meet the requirements of this RFP.

- B. When an ambulance is taken out of service due to mechanical failure or accident, a replacement ambulance must be made available within twenty (20) minutes.
- C. When an ambulance is to be taken out of service for preventative or routine maintenance, another ambulance must be put in place prior to the ambulance being taken out of service, until such time as the other ambulance is returned to service.
- D. The Contractor will provide at least two (2) ALS ambulances and crews that meet the requirements of this RFP, twenty four (24) hours a day, and seven (7) days a week while the contract is in effect. These primary response ambulances shall be located within Germantown Fire Stations.
- E. The contractor shall have at least two (2) additional ALS ambulances and crews, which meet the requirements of this RFP, available as backup. In the event that the two (2) primary ambulances provided to Germantown become unavailable during times of multiple EMS calls, the successful vendor shall provide a back-up ambulance(s) within the city limits of Germantown to be available for EMS response. The backup ambulance(s) shall check in, by radio, with Dispatch and report their current location. Dispatch will advise which fire station the back-up ambulance(s) shall report to. The back-up ambulances(s) will report to Dispatch when they arrive at the designated location given by Dispatch. The back-up ambulance(s) shall remain available, exclusively to Germantown, until at least one (1) of the primary ambulances return to service and are within the city limits of Germantown.

III. 7 PERFORMANCE TIMES

- A. As used herein, the term emergency request shall include any response by the Contractor under the contract on an emergency service request received by the contractor from Dispatch.
- B. Response time to emergency requests shall be determined the moment the Contractor's ambulance is notified of the emergency service request until it arrives at the emergency incident. Arrival at the incident location is defined as the moment the Contractor's ambulance crew notifies Dispatch that it is fully stopped at the location where the ambulance shall be parked while the crew exits to approach the patient. The Contractor's ambulance response time shall be seven (7) minutes or less, ninety (90) percent of the time.
- C. In situations where the ambulance has responded to another location other than the scene, such as a staging location, the time the ambulance arrives to stage will be considered the arrival time. The EMS Coordinator shall review all incidents where the Contractor's ambulance responded to another location other than directly to the scene. The EMS Coordinator will recommend to the Fire Chief if the Contractor was in compliance of the contract to determine non-performance penalties.

- D. Turnout time shall be calculated from the moment the Contractor's ambulance personnel are notified of the emergency service request by Dispatch until the Contractor's ambulance leaves the fire station or from its current location. The Contractor's ambulance personnel shall have a turnout time of sixty (60) seconds or less, ninety (90) percent of the time.
- E. The back-up ambulance(s) shall be located, and verified by AVL, within the city limits of Germantown within ten (10) minutes of notification by Dispatch.
- F. If the Contractor fails to provide data to determine response time compliance, the Contractor shall pay the City a non-compliance penalty each and every time an emergency ambulance is dispatched and the ambulance fails to report and document on-scene time with Dispatch. The response time for each call where the Contractor's ambulance fails to document and report on the scene shall be deemed to have exceeded the required response time for purposes of determining response time requirements.
- G. If, in each monthly period, the Contractor fails to meet the performance times within this RFP, it shall pay the escalating damages set forth in Section III.12 Non-Compliance and Penalty Assessment of this RFP.
- H. For purposes of determining the Contractor's compliance with the performance time standards as set forth in this RFP, and for calculating damages in Section III.12 Non-Compliance and Penalty Assessment every request for an ambulance shall be counted except as follows:
 - 1. Requests which are cancelled before the Contractor's arrival at the incident location, but before the contracted response time has expired. Calls which are cancelled before the Contractor's arrival at the incident location that are beyond the contracted response time will be counted.
 - 2. During a period of severe weather conditions (such conditions as determined by the EMS Coordinator, upon request of exemption by the vendor), such that performance time compliance is either impossible or could be achieved only at a greater risk to EMS personnel or the public than would result from a delayed response.
 - 3. Mutual aid given to other municipalities will not be considered and will be exempt from the response time requirements. However, mutual aid incidents will not be factored into the overall number of responses to determine if the contractor met the performance time requirements within this RFP.
 - 4. The response time for an emergency request may also be excluded when the Fire Chief, at the recommendation of the EMS Coordinator, determines there is other good cause for an exception.
 - 5. The grounds for the exception must have been a substantial factor in producing the particular performance time, and the Contractor must have made a good faith effort to comply with the appropriate standard. The Fire Chief shall have the final authority in cases of disagreement between the EMS Coordinator and the Contractor.

III.8 AMBULANCE SPECIFICATIONS

A. GENERAL INFORMATION:

1. All ambulances used at the beginning of this RFP shall be factory new, titled to the contractor, and have less than 500 miles on the odometer when placed into service.
2. Ambulance shall be a Type 1 mounted on a Ford F-450 chassis or equivalent.
3. The ambulances shall be powered by a diesel engine.
4. Each ambulance used within this RFP shall be equipped with automatic snow chains.
5. Each ambulance shall be equipped with a traffic pre-emption device that is compatible with the existing traffic pre-emption system throughout the City. These devices **shall operate independently** of all other warning equipment on each ambulance.
6. The patient compartment must be configured with the following design:
 - a. A minimum of a 150" compartment module with 72" of headroom clearance.
 - b. The stretcher must be center-mounted.
 - c. A driver's side CPR seat must be provided.
 - d. The cabinet storage capacity shall allow for all equipment to be stored properly and secured in the event of an accident. The use of occupant seatbelts to secure equipment is prohibited.
 - e. Rear chevron markings
7. Any ambulance used within the terms of the RFP shall never exceed 100,000 miles on the odometer or be greater than four (4) years old.
8. All ambulances must meet the State of Tennessee, Division of Emergency Medical Services licensing and certification guidelines.
9. All maintenance, repair records, and inventory records must be available for inspection by the EMS Coordinator.
10. Each ambulance must permanently display the name or other suitable corporate identification logo on the outside of the vehicle along with the vehicle's identification number. The contractor shall not use "Germantown" as part of its name.
11. The Fire Chief, or his designee, may inspect the Contractor's ambulances and equipment at anytime, without prior notice, to determine compliance with the contract.

B. SPECIFIC AMBULANCE REQUIREMENTS

1. The ambulances are to be staffed with one Paramedic and one Emergency Medical Technician (EMT).

2. The Ambulances must meet all of the State of Tennessee ALS requirements for equipment plus additional equipment below.

Diagnostic

- CPAP with masks and required attachments for operations
- Cardiac Monitor/Defibrillator
 - Must be capable of transmitting 12 lead EKG from patient bedside.
 - Non-Invasive Blood Pressure monitoring with assorted BP cuffs.
 - Wave-form Capnography monitoring
 - CO monitoring
 - SpO2 monitoring
 - External Cardiac Pacing
 - Hands Free Defibrillation with pads (Adult and Pediatric)

Medications

- Glucagon
- Nitro Paste
- Versed
- Zofran
- An approved alternative analgesic for morphine sulfate.
- Necessary equipment to provide induced hypothermia for patients with ROSC (return of spontaneous circulation).

Intraosseous Infusion

- EZ IO Drill
- EZ IO 15mm Needle x 2
- EZ IO 25mm Needle x 2
- EZ IO 45mm Needle x 2
- EZ IO Stabilizers and infusion devices

Intranasal

- MAD device, Intranasal Mucosal Atomization Device x 5

Equipment

- Sager Traction Splint (Adult and Child), 1 each
- Thomas Half-Ring Splint x 1
- Vacuum Splints, 1 set
- Sam Splints x 6
- CAT (Combat Application Tourniquets) x 4
- Stair Chair
- Zoll “AutoPulse” CPR Device
- Disposable patient litters that can support 850 lbs.

III.9 AMBULANCE PERSONNEL

- A. The Contractor shall utilize a full-time work schedule along with shift assignments that are consistent with the Germantown Fire Department. The contractor shall not allow personnel to work more than 36 consecutive hours, followed by a minimum of 12 hours off-duty, with a maximum of 96 hours to be worked in any 7 day work week.

- B. Each EMT and paramedic shall be physically capable of performing the tasks assigned by the Contractor, shall be clean in dress and person, and shall display their name and certification on a photo identification badge in an appropriate manner visible to the patient. Any of the Contractor's employees who operate under the contract shall also conform to the Fire Department's dress code as applicable.
- C. Each contractor shall submit a copy of their testing instrument that defines their employee's minimum physical ability standards to perform emergency medical service duties.
- D. The City may interview the personnel the Contractor employs to meet the requirements set forth in this RFP. The City shall have the right, at any time, to request the removal of any employee(s) of the Contractor, who the City deems to be unsatisfactory for any reason. Upon such request, the Contractor shall replace the employee with a substitute that meets the personnel skills and training requirements set forth within this RFP.
- E. Any employee or ambulance of the Contractor housed in fire stations must fully comply with all rules and regulations of the fire station. It is agreed and understood between the parties that the Officer at each fire station has final authority and control of the fire house and all employees of Contractor housed in these fire stations shall immediately comply with all directives.
- F. Training and educational requirements change from time to time for both EMT's and paramedics as new protocols and medical treatments are approved by the State of Tennessee, Division of EMS and/or the Medical Director. The Contractor shall agree to additional training or education requirements determined necessary by the EMS Coordinator for the benefit of providing patient care under this RFP. The contractor's EMT personnel will be required to obtain the Tennessee Department of Health, Division of EMS EMT-Advanced license when the upgraded licensure level is available. The cost of such training or education shall be the sole responsibility of the contractor.
- G. The contractor shall offer to its employees, a compensation and benefits package designed to attract and retain highly qualified field EMS personnel. Please provide the compensation and benefits package for the full-time and part-time personnel with your proposal.
- H. The Contractor must have in place a program for random drug screening of all personnel providing response under the contract. Further, the Contractor will transport to a facility for testing any employee involved in any type of motor vehicle crash while operating the Contractor's ambulances or suspected to be using or under the influence of drugs, alcohol, or any other intoxicant, or have an authorized agent of a testing facility come to the location of the employee to obtain a necessary sample. Any employee suspected of being under the influence of any drug or intoxicating substance will be relieved of duty until there is clinical proof to the contrary. The policy must be at a minimum as stringent as the City's policy stated in **Appendix F**.
- I. Should complaints arise which are directed at the provision of care or contract, Contractor employees' action or inaction, such complaints from the EMS Coordinator must be answered in writing within 48 hours to include actions taken, including disciplinary action and other corrective action.

- J. It shall be the responsibility of the Contractor's employees to gain knowledge of the geographical layout of the City in order to choose the quickest, most direct route to the scene of an emergency.
- K. The Contractor must provide a driver action/activity recording mechanism for monitoring driver performance within all ambulances providing service within this RFP. The contractor shall provide monthly reports, or as requested, by the EMS Coordinator for driver performance.
- L. All contract personnel must be trained, at the Contractor's expense, as being NIMS compliant. This shall include IS 100, IS 200, IS 700, and IS 800.
- M. The Contractor's paramedic(s) shall obtain and maintain certification and licensing as follows throughout their employment by the contractor:
 - 1. Tennessee driver's license with "F" endorsement
 - 2. Tennessee Paramedic license from the Tennessee Department of Health, Division of EMS.
 - 3. Health Care Provider (CPR/AED) certification from the American Heart Association
 - 4. Advanced Cardiac Life Support (ACLS) from the American Heart Association
 - 5. Pediatric Emergency Assessment, Recognition, and Stabilization (PEARS) provider from the American Heart Association
 - 6. Pediatric Advanced Life Support (PALS) from the American Heart Association
 - 7. Pre-Hospital Trauma Life Support (PHTLS) from the National Association of EMTs
 - 8. Annual certification in defensive driving meeting the Vanessa K. Free Emergency Services Training Act of 2005
- N. The contractor's EMT(s) shall obtain and maintain certification and licensing as follows throughout their employment by the contractor:
 - 1. Tennessee driver's license with "F" endorsement
 - 2. Tennessee EMT-IV license from the Tennessee Department of Health, Division of EMS.
 - 3. Health Care Provider (CPR/AED) certification from the American Heart Association
 - 4. Pre-Hospital Trauma Life Support (PHTLS) from the National Association of EMTs
 - 5. Annual certification in defensive driving meeting the Vanessa K. Free Emergency Services Training Act of 2005

III.10 QUALITY IMPROVEMENT PROGRAM

- A. The Contractor shall develop and have in operation a comprehensive quality improvement program for the EMS System and provide a copy of such program to the Fire Chief and EMS Coordinator prior to commencement of the contract. Monthly reports regarding contract personnel performance and improvement methodologies shall be provided to the EMS Coordinator by the second Monday of each month.

III.11 FIRE DEPARTMENT FIRST RESPONDERS

- A. The Fire Department provides an Advanced Life Support (ALS) first responder program. The Contractor shall cooperate and coordinate its activities and services with the fire department's first responders for integrating the Contractor's services with the services provided by fire department personnel. The primary goal is to enhance patient care through mutual cooperation.
- B. The first agency on the scene shall have primary responsibility for patient care until such Paramedic or EMT transfers said care as provided for in Tennessee law. The highest ranking fire department officer on the scene shall have full scene control as Incident Commander and all radio traffic to dispatch shall be handled through the Incident Commander or as directed by the commander on the scene.

III.12 NON-COMPLIANCE OF PERFORMANCE PENALTY ASSESSMENT

A. GERNERAL INFORMATION

The City may impose financial penalties for minor or major breaches of the contract. These penalties include, but are not limited to, the provision of reports and information to the City by specified due dates, failure to respond to a request, responding, service from contract personnel, and transporting in an ambulance that does not meet the requirements of this RFP. More than one penalty may be assessed if multiple violations occur during the same incident or monitored time period. The City may impose a penalty up to \$500.00 per incident for any minor breach of the contract not specifically addressed within this RFP.

B. RESPONSE TIME PENALTIES

1. If the Contractor fails to meet the response time requirements of arriving on the scene within seven (7) minutes, ninety percent (90%) of the time, the Contractor shall be assessed the following escalating penalty.
2. The contractor's response time performance will be reviewed monthly by the EMS Coordinator to determine contract performance. The Fire Chief, at the recommendation of the EMS Coordinator, will determine the final penalty each month. Penalties shall escalate depending upon how many response time violations there have been in the previous twelve (12) months, up to three (3). For example, if the Vendor met the response time for 88.5% of the time for a month, but had failed to meet it in a previous month within the past twelve (12) months, the penalty shall be the 2nd Violation (\$15,000).

Percentage of Contractor's Responses	Penalty		
	1 st Violation	2 nd Violation	3 rd Violation
Less than 90%, but greater than or equal to 89%	\$5,000	\$10,000	\$15,000
Less than 89%, but greater than or equal to 88%	\$7,500	\$15,000	\$22,500
Less than 88%, but greater than or equal to 87%	\$10,000	\$20,000	\$30,000
Less than 87%	\$15,000	\$30,000	\$45,000

3. The Contractor shall be assessed \$100 per minute for failure to provide the backup ambulance, up to a total of four (4) ambulances within the City limits of Germantown, within 10 minutes of being notified by Germantown Dispatch that all primary ambulances are unavailable.

C. TURNOUT TIME PENALTIES

1. If the Contractor fails to meet the turnout time requirements of sixty (60) seconds or less, ninety (90) percent of the time, the Contractor shall be assessed the following escalating penalty. The Contractor's turnout time performance will be reviewed monthly by the EMS Coordinator to determine contract performance. The Fire Chief, at the recommendation of the EMS Coordinator, will determine the final penalty each month. Penalties shall escalate depending upon how many turnout time violations there have been in the previous twelve (12) months, up to three. For example, if the Contractor met the turnout time requirements 88.5% of the time for a month, but had failed to meet it in a previous month within the past twelve (12) months, the penalty shall be the second (2nd) violation (\$3,000).

Percentage of Contractor's Turnout Times	Penalty		
	1 st Violation	2 nd Violation	3 rd Violation
Less than 90%, but greater than or equal to 89%	\$1,000	\$2,000	\$3,000
Less than 89%, but greater than or equal to 88%	\$1,500	\$3,000	\$4,500
Less than 88%, but greater than or equal to 87%	\$2,000	\$4,000	\$6,000
Less than 87%	\$2,500	\$5,000	\$7,500

D. PERSONNEL COMPLIANCE PENALTIES

1. The Contractor shall be assessed an escalating penalty if the personnel used in the performance of this RFP do not meet the minimum standards listed within this RFP. This penalty shall be applied on a rolling annual calendar scale.

Non-compliance of Contractor Personnel	Penalty
First occurrence	\$500.00
Second occurrence	\$1,000.00
Third occurrence	\$4,000.00 Review of Contractor Performance
Fourth occurrence	\$6,000 Contractor is reviewed for possible termination

E. AMBULANCE/EQUIPMENT PERFORMANCE PENALTIES

1. The Contractor shall be assessed an escalating penalty if their ambulances or equipment used in the performance of this RFP do not meet the minimum standards listed within this RFP. The penalty shall be applied on a rolling annual calendar scale.

Non-compliance of Contractor's Ambulance	Penalty
First occurrence	\$1,000.00
Second occurrence	\$2,000.00
Third occurrence	\$4,000.00 Review of Contractor Performance
Fourth occurrence	\$6,000 Contractor is reviewed for possible termination

F. FAILURE TO REPORT ON-SCENE OR IN-SERVICE PENALTIES

The Contractor shall be assessed a penalty of \$250 for each occurrence, if the contractor's ambulance fails to provide compliance information to Dispatch by not reporting on-scene at emergency incidents or in-service with the ambulance's current location and then when the ambulance has arrived within the city limits of Germantown as in the case of a back-up ambulance(s). All locations shall be verifiable through AVL by Dispatch.

G. REPORT COMPLIANCE PENALTIES

1. The Contractor shall be assessed a penalty for failure to provide timely operational reports or quality improvement data.

Failure to Provide Required Reports	Penalty
Reports received after specified due date	\$25.00 per report, per day

H. COMMUNICATIONS COMPLIANCE PENALTIES

1. The Contractor shall be assessed a penalty for failure to maintain communication and Computer Aided Dispatch mobile systems. This shall include, but is not limited to radios, internet wireless devices, Mobile Data Terminals, and Automatic Vehicle Location devices.

Failure to have fully functional communication equipment	Penalty
Any communication device found to not be working properly	\$250.00 per day

I. PENALTY DISPUTES

1. The Contractor may appeal to the City in writing within then (10) business days of receipt of notification from the imposition of any penalty or regarding the City's penalty calculations. The City will review all such appeals and make the decision to eliminate, modify, or maintain the appealed penalty. The City's decision shall be final.

III.13 SELECTION CRITERIA:

It is the intent of the City to award the contract for this project to the Contractor that best meets the specifications and anticipates the future needs of the City concerning the project and that is most responsive to every aspect of this RFP. The evaluation factors that will be used in the selection process are set forth in **Appendix A** Evaluation Factors. Proposals will be evaluated based on information provided in the Proposal's submittal.

SECTION IV: CONTRACT REQUIREMENTS

IV.1 CONTRACT CONTENTS

The selected contractor will be required to enter into a contract with the City that is in substantially the same form as the City's "Contract for Services" and will include the following information or representations:

- A. The fee that the City will pay to the contractor for the services provided.
- B. Executed Payment and Performance Bonds as specified in Appendix H in the RFP
- C. Required Insurance Documents as specified in Appendix G in the RFP
- D. A detailed scope of services including final agreed services as specified in RFP Proposal.
- E. A signed Contract Acknowledgement Form in **Appendix I** which acknowledges that the contractor has read and is familiar with all of the terms and conditions of the Contract and Contract Documents set forth in the RFP; and that the contractor, if selected, will sign the Contract as set forth in the RFP in **Appendix J**.

IV.2 CONTRACT TERM & EXPIRATION

A. TERM.

The initial term of this Contract shall be for thirty-six (36) months, beginning on July 1, 2013 at 00:00:01 and ending on June 30, 2016 at 24:00:00.

B. RENEWAL

Request for City to exercise its option to extend the Contract must be made annually by the Contractor in writing no later than January 2 of each year, commencing with January 2, 2016 and ending on January 2, 2018. The Contract may be extended by the City for two (2) additional successive twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months, by written notice given by the City to the Contractor at least one hundred fifty (150) days before the expiration of the Contract term then in existence.

In determining whether to exercise its right to extend the Contract for twelve (12) month periods, or portions thereof, the City shall conduct an evaluation and assessment of the Contractor's performance during the previous term(s), using the two sets of performance-based criteria set forth below:

1. Level I criteria will be the minimum standards to be met by the Contractor during each Contract year, and are generally described as follows:
 - a. Contractor has consistently achieved response time compliance based on the standards set forth in Section III of the RFP.
 - b. The Contractor's overall performance has resulted in a minimum amount of performance damages being assessed, as provided for in Section III of the RFP.

- c. The Contractor consistently and timely delivers to the City all reports and documentation required by the Contract with a minimum of inaccurate, deficient, or missing documentation.
 - d. The Contractor consistently demonstrates clinical performance standards that comply with all City and State rules and regulations.
 - e. The Contractor consistently maintains and projects to the general public a professional image.
2. Level II criteria identify performance by the Contractor in excess of the minimum standards and are generally described as follows:
- a. The Contractor can effectively demonstrate that the overall Emergency Medical Services system has realized improvements in quality of patient service and clinical excellence in each of the prior Contract years.
 - b. The Contractor has received recognition through community service awards or other honors that signify superior commitment to the community.
 - c. The Contractor's most recent audit by the City or State indicates zero or a minimum number of deficiencies.

The option of City to extend the term of the Contract shall, however, be exercised in the sole discretion of the City and shall be conditioned upon the annual appropriation of funds by the City and upon the approval of the City's Board of Mayor and Aldermen.

C. EXPIRATION OF TERM.

If the CITY does not exercise its option to extend the Contract term, as set forth in the RFP, the term of this Contract shall automatically terminate on the expiration date of the Contract term then in existence.

In the event the Contract terminates in such manner, or is terminated for cause pursuant to specifications of the RFP and Contract requirements herein, the Contractor agrees that it shall continue to provide all Contract Services until the City notifies the Contractor in writing that a successor contractor shall assume responsibility for Contract Services; provided, however, that such time period shall not exceed ninety (90) days after the termination date of the Contract. Under these circumstances, the Contractor shall, until a successor contractor assumes such responsibility or ninety (90) days have passed since the termination date of the Contract, whichever occurs sooner, continue to perform fully and consistently with the requirements of the Contract and the following provisions shall also apply:

- 1. The Contractor shall make no changes in methods of operation, which could reasonably be considered to be aimed at cutting the Contractor's service below that required by the Contract in order to maximize profits during such remaining time period.
- 2. The Contractor shall continue all operations and support services at the same level of effort and performance that were in effect prior to the award of the subsequent contract to the successor contractor, including, but not limited to, compliance with the provisions relating to the qualifications, certification, and training of its personnel, as mandated by Sections II & III of the RFP.
- 3. Contractor's employees shall be free to apply for work with a third party subject to any employment agreement in place.

IV.3 CONTRACT COMPENSATION

A. AMOUNT OF COMPENSATION

The Contractor agrees to provide the Contract Services and Contract Items as specified in its Proposal to the City at the cost of the Operating Fee specified in said Proposal and amendments to **the RFP**, if any, the RFP being attached hereto as **Exhibit “B”** and incorporated by reference herein and made a part hereof.

The Contractor shall submit claims for payment of the Operating Fee on a monthly basis pursuant to the following payment formula:

$$MF = (FX/12) - PD$$

MF = The monthly payment from the City to Contractor

FX = The total amount of the Operating Fee for the Contract for the year in which the contractor's request for payment is issued.

PD = Performance Damages pursuant to Section 9.00 herein.

B. RATE ADJUSTMENT.

The Operating Fee specified in the Contractor's RFP shall remain in effect for the Initial Term of this Contract. Included with the Contractor's written request that the City extend the Contract in accordance with Section IV.2.B, the Contractor may request a rate adjustment. The rate increase for any extension of the Contract shall be no greater than the increase in the Consumer Price Index for South urban—all items (Series ID CUUR0300SA0, CUUS0300SA0), as published by the United States Department of Labor (herein “**DOL**”) for the previous twelve (12) month period.

IV.4 TERMINATION

A. TERMINATION FOR CAUSE

Either party may terminate the Contract at any time for cause. The term “**cause**” shall mean a material failure or refusal by either party to perform its respective duties and obligations required by the Contract and applicable law, which causes substantial harm to the non-breaching party.

Either party may terminate the contract at any time for cause or for major breach(s) of its provisions affecting the public health and safety, consistent with the provisions herein. A “major breach” shall include, but not be limited to:

1. Failure of Contractor to operate its ambulances and emergency medical services program in a manner which enables the City and Contractor to remain in compliance with requirements of federal, state, and local laws, rules, and regulations.
2. Willful falsification of information supplied by the Contractor in its proposal and during the consideration, implementation, and subsequent operation of its ambulance and emergency

medical services program, including, but not limited to, dispatch data, patient reporting data, quality improvement data, and response time performance data.

3. Chronic or persistent failure of Contractor's employees to conduct themselves in a professional and courteous manner where reasonable remedial action has not been taken by the Contractor.
4. Failure to comply with the response time requirements for any three months on a rolling calendar scale.
5. Failure to establish and participate in a Continuous Quality Improvement program that meets the Tennessee Department of Health, Division of EMS requirements and what is required within the RFP.
6. Failure to maintain equipment in accordance with good maintenance practices, or to replace equipment or vehicles to comply with the requirements of this RFP.
7. Chronic or persistent failure to comply with conditions stipulated by the City to correct any minor breach of contract conditions.
8. Failure of the Contractor to cooperate and assist the City in the investigation or correction of any minor or major breach of the terms of this contract.

B. TERMINATION BY CONTRACTOR. By way of illustration only, and with respect to breaches by the City, any uncured failure to pay contractor as required by this Contract, following at least forty-five (45) days after delivery of written notice from Contractor of such deficiency, shall constitute "cause" under the Contract.

C. TERMINATION BY CITY. For purposes of illustration only and without limitation thereof, the following breaches of the Contract by Contractor, following reasonable written notice and an opportunity to cure (but in no event entitling Contractor to more than thirty (30) days following delivery of written notice to cure any such breach), shall constitute sufficient "cause" for termination of the Contract by City:

1. Failure of Contractor to operate its ambulances and EMS program in a manner which enables the City and Contractor to remain in substantial compliance with the requirements of federal, State, and local laws, rules, and regulations;
2. Willful falsification of information supplied by Contractor in its RFP and during the consideration, implementation, and subsequent operation of its ambulance and EMS system, including, but not limited to, dispatch data, patient reporting data, and response time performance data;
3. Chronic or persistent failure of Contractor's employees to conduct themselves in a professional and courteous manner where reasonable remedial action has not been taken by Contractor;

4. Failure to comply with response time performance standards, as outlined in Section III of the RFP;
5. Failure to substantially and consistently meet or exceed the various clinical and staffing standards required by the RFP or offered by Contractor in its response to the City's RFP, and accepted by the City;
6. Failure to maintain equipment or vehicles in accordance with good maintenance practices, or to replace equipment or vehicles in accordance with Contractor's submitted and accepted equipment replacement policy, except as extended use of such equipment is approved by the City;
7. Chronic or persistent failure by Contractor to comply with conditions stipulated by the City to correct any breaches of the Contract not otherwise justifying termination for cause by City;
8. Failure of Contractor to cooperate and assist the City in the investigation or correction of any breach of the terms of this Contract;
9. Failure by Contractor to cooperate with and assist the City in its replacement of Contractor's operations, as provided for in Section IV.4.D of the RFP, even if it is later determined that default never occurred or that the cause of such default by Contractor was beyond the Contractor's reasonable control;
10. Failure by Contractor to assist in the orderly transition or scaling down of services upon the end of the Contract, if a subsequent contract with the Contractor is not awarded;
11. Failure to comply with required payment of performance damages imposed pursuant to Section IV.6 Performance Damages;
12. Failure by Contractor to maintain in force throughout the term of the Contract, including any extensions thereof, the insurance coverage required by Sections I.17 and Appendix G of the RFP;
13. Failure by Contractor to maintain in force throughout the term of the Contract, including any extensions thereof, the performance bond requirements, as specified in Section I.18 and Appendix H of the RFP;
14. Willful attempts by the Contractor to intimidate or otherwise punish employees who desire to interview with or to sign contingent employment agreements with competing contractors during a subsequent RFP cycle;
15. Any willful attempts by Contractor to intimidate or otherwise punish or dissuade its employees from cooperating with or reporting concerns, deficiencies, etc., to the Germantown Fire Department or other federal, State, or local oversight agency;
16. The written admission by Contractor that it is bankrupt, or the filing by Contractor of a voluntary petition under the Federal Bankruptcy Act, or the consent by the Contractor to the appointment by a court of a receiver or trustee for all or a substantial portion of its

property or business, or the making by the Contractor of any arrangement with or for the benefit of its creditors involving an assignment to a trustee, receiver, or similar fiduciary regardless of how designated, of all or a substantial portion of Contractor's property or business;

17. Any other acts or omissions of Contractor in the provision of Contract Services and/or Contract Items that endanger and/or affect the public health and safety; and

If either party elects to terminate the Contract for cause, written notice to the other party of such election shall be given within seven (7) business days of such election.

D. REPLACEMENT OF CONTRACT SERVICES.

1. If the City and its Board of Mayor and Aldermen determine that a breach of the Contract by Contractor has occurred that constitutes "cause" for termination under Section IV.4 of the RFP, and if the nature of said breach by Contractor is, in the opinion of the City's Board of Mayor and Aldermen, such that public health and safety are thereby endangered, the City may elect to, but shall not be required to, effect a prompt and orderly replacement of Contract Services within seventy-two (72) hours after such determination by the City and its Board of Mayor and Aldermen. Such determination by the City and its Board of Mayor and Aldermen shall be conveyed as soon as possible to the Contractor in writing. The Contractor shall cooperate completely and immediately with City to effect a prompt and orderly replacement of Contract Services.
2. Contractor shall provide the ambulances and equipment used in providing Contract Services to the City, for a period not to exceed ninety (90) days. The contractor and the City shall mutually agree upon a fair and reasonable rate of compensation to be paid by City to Contractor for the use by City of the ambulances and equipment used in providing Contract Services

E. DISPUTE AFTER REPLACEMENT.

1. Contractor shall not be prohibited from disputing through litigation the City's determination; provided, however, that such litigation shall not have the effect of delaying, in any way, the immediate replacement of operations, and the provision by Contractor of ambulances and equipment used in providing Contract Services and Contract Items to the City. Neither shall such litigation instituted by Contractor delay the City's access to the Contractor's performance bond.
2. Notwithstanding the foregoing, any legal dispute concerning the City's determination shall be initiated only after the emergency replacement described in Section IV.4 of the RFP has been completed. Contractor's cooperation with, and full support of, such emergency replacement process, as well as the immediate release of performance security funds to the City, shall not be construed as acceptance by the Contractor of the City's determination, and shall not in any way jeopardize Contractor's right to recovery should a court later determine that the City's determination was in error. However, failure on the part of Contractor to cooperate fully with the City to effect a safe and orderly replacement of operations, including ambulances and equipment, shall constitute sufficient and justifiable

cause for termination of the Contract by the City, even if it is later determined that the City's determination was made in error.

IV.5 LIQUIDATED DAMAGES

- A. The unique nature of the Contract Services that are the subject of the Contract requires that, in the event of termination for cause, the City must restore Contract Services immediately. In the event of such termination for cause, it would be difficult and/or impossible to determine the resulting costs and damages to the City of providing Contract Services.
- B. In the event of termination of this Contract for cause by City, Contractor shall pay the City liquidated damages in the amount of one hundred (\$100,000.00), which amount is stipulated, under said circumstances, to be a fair and reasonable estimate of City's potential damages at the time the parties have entered into the Contract. This liquidated damages provision is, therefore, a fair and necessary part of the Contract.

IV.6 PERFORMANCE DAMAGES

The City may impose a penalty, as specified in Section III. 12 of this RFP, for each occurrence of the specific incidents specified. Payment by Contractor of such "**performance damages**", as further delineated and outlined in the RFP, shall be made in the form of a deduction from the monthly invoice. At least fourteen (14) business days prior to the imposition of performance damages, City shall forward Contractor written notice of penalty briefly describing the incident(s), including the date(s) thereof, justifying the payment by Contractor of performance damages. If Contractor disputes City's response time calculation, or the imposition of any other performance damages, Contractor may appeal to the City in writing (with a copy thereof being sent to City) within ten (10) business days of receipt of notice of penalty. The written appeal by Contractor shall describe the problem and include an explanation of the reasons why Contractor contends such performance damages should not be assessed. The City shall review all appeals and issue a decision regarding the reduction or suspension of the performance damages in writing to Contractor and City within thirty (30) business days of receipt of such appeal. The decision of the City regarding such matters shall be final. In the event that any appeal of performance damages by Contractor is pending, the particular items of performance damages being appealed will not be deducted from the then current monthly invoice. Should the AOC subsequently uphold the imposition of the particular items of performance damages that were appealed, such performance damages shall appear as deductions on the next monthly invoice.

APPENDIX A EVALUATION CRITERIA

The City will use the following criteria during the evaluation and selection process:

- I. Initial Review** – All proposals will be initially evaluated to determine if they meet the following minimum requirements:
 - The proposal must be complete, in the required format, and be in compliance with all the requirements of the RFP.
 - Proposers must meet the Minimum Contractor Requirement as outlined in this RFP.
- II. Technical Review** – Each proposal will be reviewed by a special Ad-Hoc Committee which may elect to schedule a personal presentation and interview with one or more of the proposers.

The evaluation committee shall review the submitted proposals and score points as provided in the scoring guidelines below:

Each proposal will be evaluated in five (5) categories: Price, Quality of Response/Proposal, Compliance with State Regulations, Experience, and References. Each category is assigned a maximum point value and a minimum value. If the minimum value is not met in any one category, the respondent will be disqualified. The categories will be evaluated as follows.

The scoring of proposals is based upon the following criteria:

35 Points	<u>Cost to the City</u> – This is the amount of the subsidy required from the proposer to provide emergency and non-emergency ambulance services required under the terms of the Contract. This cost shall be a fixed sum annually
30 Points	<u>Quality of Response/Proposal</u> – Each response will be evaluated to determine: <ul style="list-style-type: none"> • Proposer’s understanding of the project and proposed plans and operations to meet the intent of the RFP. • If all terms and requirements are discussed clearly and succinctly
20 Points	<u>Compliance with State and Federal Regulations</u> – The proposer shall provide the City with a list of all states it currently does business in and a list of each state certification and license. The proposer shall also advise of any hearings before any State EMS Boards and outcomes of same hearings within the past five (5) years, along with providing any independent accreditations, such as the Commission on Accredited Ambulance Services.
10 Points	<u>Experience</u> – The committee will consider the proposer’s experience and past performance with ambulance services, including years of experience and experience with emergency response services.
5 Points	<u>References</u> – The proposer must provide at least ten (10) references, both government and private entities knowledgeable of the proposer’s past experience.
Total: 100 Points Maximum	

APPENDIX A EVALUATION CRITERIA (CON'D)

- III. Oral Presentation** – The City reserves the right to interview, or requires an oral presentation from any respondent for clarification of information set forth in the proposer's response. In this regard, at the discretion of the evaluation committee, some or all proposers who submit a proposal in response to this RFP may be asked to submit to an interview or give an oral presentation of their respective proposals to the evaluation committee. The interview or oral presentation is to be a fact finding and explanation session only, and is not to be used to negotiate any terms of the contract. If required, the time and location of such interview or oral presentation will be scheduled by the City Purchasing Officer or her designee. Interviews and oral presentations are strictly an option of the City and its evaluation committee and, consequently, may or may not be conducted. All travel expenses to and from the interview or oral presentation shall be the responsibility of the proposer.
- IV. Selection** – Selection will be based on determination of which proposal best meets the needs of the City and the requirements of this RFP.

APPENDIX B
FINANCIAL PROPOSAL FORM

The following proposal is hereby submitted for providing the ambulance services as specified in the accompanying Specifications. All exceptions to the Specifications are clearly indicated below or as an attachment in the Proposal submittal. Contractor hereby submits all information and a document (s) required for the RFP and proposes to provide all required services to the City of Germantown for the price indicated below:

Ambulance Services:

Contractor will provide emergency ambulance services from locations within the City of Germantown with at least four ALS equipped and staffed ambulances per the RFP specifications. Services to include all equipment, supplies, labor and supervision according to the Specifications, Contract and other requirements of the RFP for the initial Contract term of three years:

Annual Price per Year \$ _____

Extension Years At the City's Option:

Extension Year 1 \$ _____

Extension Year 2 \$ _____

Contractor has attached all required documents, information and details about the service provider and the services to be performed under this RFP.

Describe any Exceptions to the Specifications: _____

Charges for Services to Citizens or Other Persons

Per the RFP Specifications, please provide the fees or charges to be assessed to the citizen or other person directly receiving the emergency or non-emergency ambulance services and are not due or payable by the City of Germantown. Fees apply for the initial **three-year term** of the Contract:

1. **ALS-1 Base Rate Transport** fee for the services of the ambulance and crew responding to an ALS emergency or non-emergency call

Price per Transport \$ _____

2. **ALS-2 Base Rate Transport** fee for the services of the ambulance and crew responding to an ALS emergency or non-emergency call

Price per Transport \$ _____

3. **BLS Base Rate Transport** fee for the services of the ambulance and crew responding to a BLS emergency or non-emergency call

Price per Transport \$ _____

4. **Mileage Rate** for the transportation fee per mile for transport of the person to the health care facility. No mileage rate or fee will be charged from the dispatch to the location of the person.

Price per Mile \$ _____

Extension Years 1 and 2 At the City's Option:

1. **ALS-1 Base Rate Transport** fee for the services of the ambulance and crew responding to an ALS emergency or non-emergency call

Ext. Year 1 Price per Transport \$ _____

Ext. Year 2 Price per Transport \$ _____

2. **ALS-2 Base Rate Transport** fee for the services of the ambulance and crew responding to an ALS emergency or non-emergency call

Ext. Year 1 Price per Transport \$ _____

Ext. Year 2 Price per Transport \$ _____

3. **BLS Base Rate Transport** fee for the services of the ambulance and crew responding to a BLS emergency or non-emergency call

Ext. Year 1 Price per Transport \$ _____

Ext. Year 2 Price per Transport \$ _____

4. **Mileage Rate** for the transportation fee per mile for transport of the person to the health care facility. No mileage rate or fee will be charged from the dispatch to the location of the person.

Ext. Year 1 Price per Mile \$ _____

Ext. Year 2 Price per Mile \$ _____

Describe any Exceptions to the Specifications: _____

Signature

Company Name

Print Name & Title

TN Ambulance License No. & Service Category

Telephone Number

E-Mail Address

APPENDIX C
PROPOSAL BOND

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ (CONTRACTOR) and _____ (SURETY) are held and firmly bound unto the CITY OF GERMANTOWN, TENNESSEE in the penal sum of \$ 25,000 for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents.

The conditions of the above obligation are such that whereas CONTRACTOR has submitted to the CITY OF GERMANTOWN a certain PROPOSAL, attached hereto and hereby made a part hereof, to execute and enter into a certain Contract for Services and/or Products for **AMBULANCE SERVICE RFP** (PROJECT) in compliance with the CONTRACT DOCUMENTS.

NOW, THEREFORE,

- (a) If the PROPOSAL shall be rejected, or
- (b) If the PROPOSAL is accepted and the CONTRACTOR enters into a Contract for Services for said PROJECT with the CITY OF GERMANTOWN within fifteen (15) days after receipt of the NOTICE OF AWARD accompanied by the Contract for Services and/or Products and all required attachments, then, this obligation shall be null and void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the SURETY for any and all claims hereunder shall, in no event, exceed the penal sum of this obligation as herein stated but the liability of the CONTRACTOR is not so limited.

The SURETY, for value received, hereby stipulates and agrees that the obligation of said SURETY on this, its PROPOSAL BOND, shall in no way be impaired or released by any extension of the time within which the CITY OF GERMANTOWN may accept such PROPOSAL and the SURETY does hereby waive notice of any such extension.

WITNESS THE DUE EXECUTION HEREOF, on the _____ day of _____, 2013.

NAME OF CONTRACTOR

BY: _____

Signature of CONTRACTOR or Authorized Officer

Title: _____

NAME OF SURETY

BY: _____

Authorized Representative
(Attach Power of Attorney)

APPENDIX D

CONTRACTOR INFORMATION & REFERENCES

As part of the City's selection of a qualified vendor for ambulance services, all contractors must provide information about their business indicating that they have reasonable industry experience and adequate resources to perform the services under this contract.

At a minimum, the Contractor must provide the following information and five (5) references for similar contracts or services performed. Additional information about the contractor's experience, background or resources can be provided as an attachment to the submitted proposal materials.

Legal Name of Company: _____

Street/Mailing Address: _____

Type of Entity (corp., LLC): _____ State Est.: _____

Dun & Bradstreet Number: _____

Main Telephone No.: _____ Main Facsimile No.: _____

Number of continuous years in _____ business: _____

Number of Employees: Full-Time: _____ Seasonal/Part-time: _____

Number of local equipped and crewed ALS ambulances _____ Others _____

Primary type(s) of ambulance equipment used: _____

Name & Location of local Office Facility: _____

Name & Location of Service & Maintenance Facility: _____

CUSTOMER REFERENCES

Provide five (5) government or business references below for services similar to those indicated in the RFP Specifications:

1. Reference Name _____

Contact Name _____ Contact Telephone _____

Type of Services Performed _____

2. Reference Name _____

Contact Name _____ Contact Telephone _____

Type of Services Performed _____

3. Reference Name _____

Contact Name _____ Contact Telephone _____

Type of Services Performed _____

4. Reference Name _____

Contact Name _____ Contact Telephone _____

Type of Services Performed _____

5. Reference Name _____

Contact Name _____ Contact Telephone _____

Type of Services Performed _____

Note: This Qualifications & References sheet must be returned with the proposal.

APPENDIX E
TITLE VI & TITLE IX INFORMATION
(Voluntary)

1. The City of Germantown agrees to comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), and the Department of Transportation Implementing Regulations (49 CFR Part 21) relative to the Contract which is the subject hereof.
2. The Contractor is requested, but is not obligated, to include the attached disclosure sheet, Voluntary Title VI and Title IX Form, with the Contractor's proposal.

VOLUNTARY TITLE VI AND TITLE IX FORM

Attach form to proposals

For Title VI and Title IX compliance, the Contractor's voluntary disclosure of the following information is requested.

1. Number of Contractor's Employees Who Are:

_____ Male _____ Female

2. Number of Contractor's Employees Who Are:

_____ Caucasian _____ African-American

_____ Other (please specify) _____

APPENDIX F
CITY OF GERMANTOWN
DRUG AND ALCOHOL TESTING POLICY

All City of Germantown employees are subject to reasonable suspicion drug and alcohol testing. Employees in safety-sensitive positions, including, without limitation, police, fire and those who hold a commercial driver's license, are subject to pre-employment, reasonable suspicion, post-accident and random drug and alcohol testing. All BIDDERS are required to submit an affidavit, in the form attached hereto, that attests that such bidder operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City of Germantown. BIDDERS are hereby notified pursuant to Public Chapter 693 of the Public Acts of 2002 (codified as T.C.A. Section 50-9-114) that employers shall have seven (7) calendar days from the date that the successful BIDDER and the City of Germantown enter into the Contract & Agreement to file suit in the Shelby County Chancery Court to contest the Contract & Agreement issued to the successful BIDDER on the grounds that it violates said Public Chapter due to the fact that the successful BIDDER did not comply with said Public Chapter. Employers that do not contest the Contract & Agreement within said seven (7) calendar days by filing suit in Shelby County Chancery Court shall waive their rights to challenge the Contract & Agreement for violation of the provisions of Public Chapter 693.

DRUG AND ALCOHOL ABUSE

GENERAL POLICY

This is to establish the City's policy regarding drug and alcohol use and the unlawful possession of controlled substances on City of Germantown premises. The City of Germantown Medical Benefits Program provides clinical treatment for employees and dependents that are experiencing the following disorders or conditions: Mental and Nervous Disorders Treatment, Alcohol and Drug Dependency. The City also provides an Employee Assistance Program.

SCOPE

All employees of the City of Germantown.

PROVISIONS

- A. City employees shall not take or be under the influence of any alcohol or illegal drugs while on duty. Employees may not be under the influence of legally prescribed or over-the-counter medications while on duty if such medications would impair their ability to safely and effectively perform their job.
- B. City employees are prohibited from the use, possession, manufacture, distribution and sale of drugs at any time or of alcohol while on duty or while in or on City property or in City vehicles.
- C. All property belonging to the City is subject to inspection at any time without notice. Property includes, but is not limited to, vehicles, desks, containers, files, and storage lockers.
- D. City employees who have reason to believe another employee is illegally using drugs or narcotics shall report the facts and circumstances immediately to the supervisor.
- E. All City employees are subject to reasonable suspicion drug and alcohol testing. Employees in safety-sensitive positions, including without limitation, police, fire and those who hold a commercial driver's license, are subject to pre-employment, reasonable suspicion, post-accident and random drug and alcohol testing. Testing procedures and other rules relating to drug and alcohol abuse are described in the City Drug and Alcohol Testing Policy or the respective department drug and alcohol policies.
- F. Failure to comply with the intent or provisions of this policy or the applicable drug and alcohol testing policy may be used as grounds for disciplinary action, up to and including termination. (See Policy on Disciplinary Action.)

**DRUG AND ALCOHOL TESTING ACKNOWLEDGMENT
STATEMENT AND AFFIDAVIT**

Comes _____, for and on behalf of
(*Printed name of Principal Officer of Company*)
_____, (the "Company") and makes oath that:

(i) the Company has received a copy of the relevant portions of the City of Germantown Drug and Alcohol Testing Policy; (ii) the Company understands that it must have a drug and alcohol testing policy at least as stringent as that of the City of Germantown; and (iii) the Company has in effect a drug and alcohol testing policy at least as stringent as that of the City of Germantown.

Signature

Title: _____

Sworn to and subscribed before me, a Notary Public, this _____ day of _____, 2013.

Notary Public

My Commission Expires:

APPENDIX G
INSURANCE REQUIREMENTS & CERTIFICATIONS

GERMANTOWN INSURANCE REQUIREMENT CITY CONTRACT FOR SERVICES

The CONTRACTOR shall provide the following insurance requirements:

1. **COMPREHENSIVE GENERAL LIABILITY INSURANCE.** The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract comprehensive general liability insurance issued by a responsible insurance company and in a form acceptable to the CITY. Coverage for CONTRACTOR on an occurrence basis against claims for bodily injury, death, or property damage shall include combined single limits of not less than two million dollars (\$2,000,000.00) per occurrence with an annual aggregate limit of not less than five million dollars (\$5,000,000.00).
2. **AUTOMOBILE LIABILITY INSURANCE.** The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract automobile liability coverage in the minimum amount of two million dollars (\$2,000,000.00) combined single limits for bodily injury, death, or property damage.
3. **WORKERS' COMPENSATION COVERAGE.** The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract full and complete workers' compensation coverage as required by the laws of the State of Tennessee.
4. **ERRORS AND OMISSIONS INSURANCE.** The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract emergency care services professional liability coverage, including, but not limited to, coverage for claims and damages alleged to have been caused by the professional negligence of CONTRACTOR's employees, in the amount of not less than two million dollars (\$2,000,000.000) per occurrence with an overall aggregate limit of not less than five million dollars (\$5,000,000.00) for claims for bodily injury, death, or property damage.
5. **CERTIFICATES OF INSURANCE.** Prior to commencement of Contract Services by the CONTRACTOR, the CONTRACTOR shall provide the CITY with certificates of insurance on all of the above policies of insurance verifying that all insurance policies are in place and effective as of the commencement of the Contract, and shall thereafter provide renewals thereof in forms acceptable to the CITY. Said insurance policies shall be endorsed to provide, (1) that the CITY and its agents, employees, and elected officials be named as additional insureds under the policies, and (2) that the CONTRACTOR waives the right of subrogation on all the policies related to this Contract. The CITY shall be notified in writing of any reduction, cancellation, or substantial change of any policy or policies listed above at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the CITY and licensed and authorized to do business under the laws of the State of Tennessee. Failure of CONTRACTOR to provide and continue in force such insurance required above, including the minimum coverage amounts specified, shall be deemed a material breach of the Contract and sufficient cause for termination of the Contract by the CITY.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/04/2008

PRODUCER	THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A:	
	INSURER B:	
	INSURER C:	
INSURED	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
					PRODUCTS - COMPI/OP AGG	\$
						\$
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
					AUTOMOBILE LIABILITY	
<input type="checkbox"/> ANY AUTO		BODILY INJURY (Per person)	\$			
<input type="checkbox"/> ALL OWNED AUTOS		BODILY INJURY (Per accident)	\$			
<input type="checkbox"/> SCHEDULED AUTOS		PROPERTY DAMAGE (Per accident)	\$			
<input type="checkbox"/> HIRED AUTOS						
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AUTO ONLY: AGG	\$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
						\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
	OTHER	Professional Liability Coverage for Emergency Care Services	#####	04/14/2008	#####	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Describe or attach descriptions of Professional Emergency Care Services coverages & limits
--

CERTIFICATE HOLDER City of Germantown Attn: Risk Manager 1930 S. Germantown Road Germantown, TN 38138	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
--	--

ACORD 25 (2001/08)

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APPENDIX H
PAYMENT AND PERFORMANCE BONDS

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that

(Name of Contractor)

(Address of Contractor) a

(State of formation of CONTRACTOR)

(Corporation, Partnership, Limited Liability

Company, Individual or Joint Venture—indicate which), hereinafter called CONTRACTOR,

and _____
(Name of Surety)

(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto the City of Germantown, Tennessee,

1930 South Germantown Road, Germantown, Tennessee, hereinafter called OWNER, in the

penal sum of

_____ Dollars

(\$ _____), in lawful money of the United States, for the payment of which sum

well and truly to be made, we bind ourselves, and our successors, and assigns, jointly and

severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the CONTRACTOR has entered into a certain Contract for Services and/or Products (“Contract”) with the OWNER which is made a part hereof by reference for the Project:

Ambulance Services RFP

NOW, THEREFORE, if the CONTRACTOR shall promptly make payment to all persons, firms, and SUBCONTRACTORS furnishing materials for or performing labor in the prosecution of the work provided for in such Contract, and any extension or modification thereof, including all amounts for materials, lubricants, oil, gasoline, parts and repairs on machinery, equipment, and tools consumed or used in connection with such work, and all insurance premiums on said work, and for all labor performed in such work, whether by SUBCONTRACTORS or otherwise, then this obligation shall be void; otherwise, same is to remain in full force and effect.

PROVIDED, FURTHER, that said SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, alteration, or addition to the terms of the Contract, to the work to be performed thereunder or to the SPECIFICATIONS accompanying the same shall in any way release its obligation under this BOND. Said SURETY hereby waives notice of any such change, extension of time, modification, alteration, or addition to the terms of the work or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim is entitled to be satisfied by the CONTRACTOR and its SURETY.

PROVIDED, FURTHER, that the CONTRACTOR and SURETY agree that any claim under this BOND may only be litigated in a court of competent jurisdiction in Shelby County, Tennessee.

IN WITNESS WHEREOF, this instrument is duly executed, this the _____ day of _____, 2013.

(CONTRACTOR)

By: _____

Title: _____

Address: _____

(SURETY)

By: _____

(Attorney-in-Fact)

Title: _____

Address: _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

_____*(Name of Contractor)*

_____*(Address of Contractor)* a

_____*(State of formation of CONTRACTOR)*

_____*(Corporation, Partnership, Limited Liability*

Company, Individual or Joint Venture—indicate which), hereinafter called CONTRACTOR,

and _____*(Name of Surety)*

_____*(Address of Surety)*

hereinafter called SURETY, are held and firmly bound unto

the City of Germantown, Tennessee, 1930 South Germantown Road, Germantown, Tennessee,

hereinafter called OWNER, in the penal sum
of _____Dollars

(\$ _____), in lawful money of the United States, for the payment of which sum
well and truly to be made, we bind ourselves, and our successors, and assigns, jointly and
severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that, whereas, the CONTRACTOR
has entered into a certain Contract for Services and/or Products (“Contract”) with the OWNER,
which is made a part hereof by reference, for the Project:

Ambulance Services RFP

_____, and if the
CONTRACTOR shall satisfy all claims and demands incurred under such Contract, and shall

fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise, same is to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY, for value received hereby, stipulates and agrees that no change, extension of time, modification, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way release its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, modification, alteration, or addition to the terms of the Contract, to the work, or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied and which is entitled to be satisfied by the CONTRACTOR and SURETY.

PROVIDED, FURTHER, that the CONTRACTOR and SURETY agree that any claim under this BOND may only be litigated in a court of competent jurisdiction in Shelby County, Tennessee.

IN WITNESS WHEREOF, this instrument is duly executed this the _____ day of _____, 2013.

(CONTRACTOR)

By: _____

Title: _____

Address: _____

(SURETY)

By: _____

(Attorney-in-Fact)

Title: _____

Address: _____

APPENDIX I CONTRACT ACKNOWLEDGEMENT FORM

The undersigned officer of _____ (*Contractor Name*) (“Contractor”) does hereby certify, individually and on behalf of the Contractor, that:

1. He/she is the duly elected, qualified and acting _____ of Contractor and has full power and authority to execute this Acknowledgement and to submit the proposal on behalf of the Contractor.

2. He/she has carefully read and is familiar with the terms and conditions of the RFP and the Contract attached hereto as **Appendix J** and agrees to execute said Contract on behalf of the Contractor in the form attached hereto if chosen as the successful contractor.

Contractor Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

This form must be submitted with proposal

APPENDIX J
CONTRACT FORM

AMBULANCE SERVICE CONTRACT

THIS AMBULANCE SERVICE CONTRACT (herein “**Contract**”) is made and entered into this _____ day of February, 2013 by and between the **CITY OF GERMANTOWN, TENNESSEE**, a Tennessee municipal corporation, (herein the “**CITY**”) and _____ [insert name of **CONTRACTOR**], a _____ [State where **CONTRACTOR** established] _____ [type of entity – e.g., corporation, LLC, partnership, sole proprietorship] (herein the “**CONTRACTOR**”).

RECITALS

The **CITY** desires to contract with a provider of emergency and non-emergency ambulance services (herein “**Contract Services**”) for the **CITY**, as more particularly set forth in the Request for Proposal titled “Ambulance Services – City of Germantown”; and

WHEREAS, the **CONTRACTOR** has the requisite experience, abilities, and resources to perform and/or furnish the foregoing **Contract Services** for the **CITY**, and

WHEREAS, the **CONTRACTOR** desires to enter into this Contract as an independent contractor and is ready, willing, and able to provide the **Contract Services** and/or furnish the products in accordance with the terms of, and subject to the conditions in, this Contract.

NOW, THEREFORE, for good and valuable consideration, received or to be received, the sufficiency of which the parties acknowledge, the parties hereby agree as follows:

1.00 SCOPE OF CONTRACT

The **CONTRACTOR** is to furnish the **Contract Services** and/or products, equipment, and items (herein “**Contract Items**”) as specified in the Request for Proposal issued by the **CITY** under the title “**Ambulance Services – City of Germantown**” and any amendments thereto (herein collectively the “**RFP**”). The **RFP** and any amendments thereto are attached hereto as **Exhibit “A”** and incorporated by reference herein and made a part hereof. Unless otherwise specified herein, the **CONTRACTOR** is to furnish all materials, tools, equipment, manpower, and consumables necessary to perform the **Contract Services**.

2.00 TERM AND TERMINATION

2.01 TERM. The initial term of this Contract (herein “**Initial Term**”) shall be for thirty-six (36) months, beginning on July 1, 2013 at 00:00:01 and ending on June 30, 2016 at 24:00:00.

2.02 RENEWAL.

Request for CITY to exercise its option to extend the Contract must be made annually by the CONTRACTOR in writing no later than January 2 of each year, commencing with January 2, 2016 and ending on January 2, 2018. The Contract may be extended by the CITY for two (2) additional successive twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months, by written notice given by the CITY to the CONTRACTOR at least one hundred fifty (150) days before the expiration of the Contract term then in existence.

In determining whether to exercise its right to extend the Contract for twelve (12) month periods, or portions thereof, the CITY shall conduct an evaluation and assessment of the CONTRACTOR's performance during the previous term(s), using the two sets of performance-based criteria set forth below:

3. Level I criteria will be the minimum standards (herein "**the minimum standards**") to be met by the CONTRACTOR during each Contract year, and are generally described as follows:
 - a. CONTRACTOR has consistently achieved response time compliance based on the standards set forth in Section II & III of the RFP.
 - b. The CONTRACTOR's overall performance has resulted in a minimum amount of performance damages being assessed, as provided for in Section III.12 of the RFP and 9.00 herein.
 - c. The CONTRACTOR consistently and timely delivers to the CITY all reports and documentation required by the Contract with a minimum of inaccurate, deficient, or missing documentation.
 - d. The CONTRACTOR consistently demonstrates clinical performance standards that comply with all CITY and State rules and regulations.
 - e. The CONTRACTOR consistently maintains and projects to the general public a professional image.
4. Level II criteria identify performance by the CONTRACTOR in excess of the minimum standards and are generally described as follows:
 - a. The CONTRACTOR can effectively demonstrate that the overall Emergency Medical Services ("**EMS**") system has realized improvements in quality of patient service and clinical excellence in each of the prior Contract years.
 - b. The CONTRACTOR has received recognition through community service awards or other honors that signify superior commitment to the community.
 - c. The CONTRACTOR's most recent audit by the CITY or State indicates zero or a minimum number of deficiencies.

The option of CITY to extend the term of the Contract shall, however, be exercised in the sole discretion of the CITY and shall be conditioned upon the annual appropriation of funds by the CITY and upon the approval of the CITY'S Board of Mayor and Aldermen.

2.03 EXPIRATION OF TERM.

If the CITY does not exercise its option to extend the Contract term, as set forth in Section 2.02 above, the term of this Contract shall automatically terminate on the expiration date of the Contract term then in existence.

In the event the Contract terminates in such manner, or is terminated for cause pursuant to Section 7.03 herein, the CONTRACTOR agrees that it shall continue to provide all Contract Services until the CITY notifies the CONTRACTOR in writing that a successor contractor shall assume responsibility for Contract Services; provided, however, that such time period shall not exceed ninety (90) days after the termination date of the Contract. Under these circumstances, the CONTRACTOR shall, until a successor contractor assumes such responsibility or ninety (90) days have passed since the termination date of the Contract, whichever occurs sooner, continue to perform fully and consistently with the requirements of the Contract and the following provisions shall also apply:

- A. The CONTRACTOR shall make no changes in methods of operation, which could reasonably be considered to be aimed at cutting the CONTRACTOR's service below that required by the Contract in order to maximize profits during such remaining time period.
- B. The CONTRACTOR shall continue all operations and support services at the same level of effort and performance that were in effect prior to the award of the subsequent contract to the successor contractor, including, but not limited to, compliance with the provisions relating to the qualifications, certification, and training of its personnel, as mandated by Sections II & III of the RFP
- C. CONTRACTOR's employees shall be free to apply for work with a third party subject to any employment agreement in place.

3.00 COMPENSATION

3.01. AMOUNT OF COMPENSATION. The CONTRACTOR agrees to provide the Contract Services and Contract Items as specified in its bid to the CITY at the cost of the Operating Fee (herein "**Operating Fee**") specified in said bid and amendments thereto (herein "**the RFP**"), if any, the RFP being attached hereto as **Exhibit "B"** and incorporated by reference herein and made a part hereof.

The CONTRACTOR shall submit claims for payment of the Operating Fee on a monthly basis pursuant to the following payment formula:

$$MF = (FX/12) - PD$$

MF = The monthly payment from the CITY to CONTRACTOR

FX = The total amount of the Operating Fee for the Contract for the year in which the CONTRACTOR's request for payment is issued.

PD = Performance Damages pursuant to Section 9.00 herein.

3.02. RATE ADJUSTMENT. The Operating Fee specified in the CONTRACTOR's RFP shall remain in effect for the Initial Term of this Contract. Included with the CONTRACTOR'S written request that the CITY extend the Contract in accordance with Section 2.02 herein, the CONTRACTOR may request a rate adjustment. The rate increase for any extension of the Contract shall be no greater than the increase in the Consumer Price Index (herein "**CPI**") for South urban—all items (Series ID CUUR0300SA0, CUUS0300SA0), as published by the United States Department of Labor (herein "**DOL**") for the previous twelve (12) month period.

4.00 ADDITIONAL SERVICES

In the event the CITY requests that the CONTRACTOR perform additional services and/or furnish additional products not covered by this Contract, the CONTRACTOR shall perform such additional services after the CITY and the CONTRACTOR enter into an equitable agreement regarding such additional services and/or products.

5.00 CONFLICT OF INTEREST

The CONTRACTOR declares that neither the Mayor, nor any Aldermen, nor any other CITY official or employee holds a direct or indirect interest in this Contract. The CONTRACTOR pledges that it will notify the CITY in writing should any CITY official become either directly or indirectly interested in this Contract. The CONTRACTOR declares that as of the date of this declaration that it has not given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the CITY, or to pay anyone else for the benefit of any official or employee of the CITY, any sum of money or other thing of value for aid or assistance in obtaining this Contract. The CONTRACTOR further pledges that neither it nor any of its owners, officers, or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the CITY, or anyone else for the benefit thereof, any sum of money or other thing of value for aid or assistance in obtaining any change order to this Contract.

6.00 COMPLIANCE WITH LAWS

The CONTRACTOR agrees to observe and to comply at all times with all applicable federal, State, and local laws, ordinances, and regulations in any manner affecting the provision of the Contract Services and Contract Items, and to comply with all instructions and orders issued by the CITY regarding the Contract Services and Contract Items.

7.00 TERMINATION

7.01 TERMINATION FOR CAUSE. Either party may terminate the Contract at any time for cause. The term "**cause**" shall mean a material failure or refusal by either party to perform its respective duties and obligations required by the Contract and applicable law, which causes substantial harm to the non-breaching party.

Either party may terminate the contract at any time for cause or for major breach(s) of its provisions affecting the public health and safety, consistent with the provisions herein.

7.02 TERMINATION BY CONTRACTOR. By way of illustration only, and with respect to breaches by the CITY, any uncured failure to pay CONTRACTOR as required by this Contract, following at least forty-five (45) days after delivery of written notice from CONTRACTOR of such deficiency, shall constitute “cause” under the Contract.

7.03 TERMINATION BY CITY. For purposes of illustration only and without limitation thereof, the following breaches of the Contract by CONTRACTOR, following reasonable written notice and an opportunity to cure (but in no event entitling CONTRACTOR to more than thirty (30) days following delivery of written notice to cure any such breach), shall constitute sufficient “cause” for termination of the Contract by CITY:

- A. Failure of CONTRACTOR to operate its ambulances and EMS program in a manner which enables the CITY and CONTRACTOR to remain in substantial compliance with the requirements of federal, State, and local laws, rules, and regulations;
- B. Willful falsification of information supplied by CONTRACTOR in its RFP and during the consideration, implementation, and subsequent operation of its ambulance and EMS system, including, but not limited to, dispatch data, patient reporting data, and response time performance data;
- C. Chronic or persistent failure of CONTRACTOR’s employees to conduct themselves in a professional and courteous manner where reasonable remedial action has not been taken by CONTRACTOR;
- D. Failure to comply with response time performance standards, as outlined in Section III of the RFP;
- E. Failure to substantially and consistently meet or exceed the various clinical and staffing standards required by the RFP or offered by CONTRACTOR in its response to the CITY’s RFP, and accepted by the CITY;
- F. Failure to maintain equipment or vehicles in accordance with good maintenance practices, or to replace equipment or vehicles in accordance with CONTRACTOR’s submitted and accepted equipment replacement policy, except as extended use of such equipment is approved by the CITY;
- G. Chronic or persistent failure by CONTRACTOR to comply with conditions stipulated by the CITY to correct any breaches of the Contract not otherwise justifying termination for cause by CITY;
- H. Failure of CONTRACTOR to cooperate and assist the CITY in the investigation or correction of any breach of the terms of this Contract;

- I. Failure by CONTRACTOR to cooperate with and assist the CITY in its replacement of CONTRACTOR's operations, as provided for in Section 7.04 herein, even if it is later determined that default never occurred or that the cause of such default by CONTRACTOR was beyond the CONTRACTOR's reasonable control;
- J. Failure by CONTRACTOR to assist in the orderly transition or scaling down of services upon the end of the Contract, if a subsequent contract with the CONTRACTOR is not awarded;
- K. Failure to comply with required payment of performance damages imposed pursuant to Section 9.00 herein;
- L. Failure by CONTRACTOR to maintain in force throughout the term of the Contract, including any extensions thereof, the insurance coverage required by Section I.17 & Appendix G in the RFP and Sections 12.00, 12.01, 12.02, 12.03, 12.04, and 12.05 herein;
- M. Failure by CONTRACTOR to maintain in force throughout the term of the Contract, including any extensions thereof, the performance bond requirements, as specified in Section I.18 and Appendix H of the RFP;
- N. Willful attempts by the CONTRACTOR to intimidate or otherwise punish employees who desire to interview with or to sign contingent employment agreements with competing contractors during a subsequent RFP cycle;
- O. Any willful attempts by CONTRACTOR to intimidate or otherwise punish or dissuade its employees from cooperating with or reporting concerns, deficiencies, etc., to the Germantown Fire Department ("GFD"), or other federal, State, or local oversight agency;
- P. The written admission by CONTRACTOR that it is bankrupt, or the filing by CONTRACTOR of a voluntary petition under the Federal Bankruptcy Act, or the consent by the CONTRACTOR to the appointment by a court of a receiver or trustee for all or a substantial portion of its property or business, or the making by the CONTRACTOR of any arrangement with or for the benefit of its creditors involving an assignment to a trustee, receiver, or similar fiduciary regardless of how designated, of all or a substantial portion of CONTRACTOR's property or business;
- Q. Any other acts or omissions of CONTRACTOR in the provision of Contract Services and/or Contract Items that endanger and/or affect the public health and safety; and

If either party elects to terminate the Contract for cause, written notice to the other party of such election shall be given within seven (7) business days of such election.

7.04 REPLACEMENT OF CONTRACT SERVICES.

- A. If the CITY and its Board of Mayor and Aldermen determine that a breach of the Contract by CONTRACTOR has occurred that constitutes “cause” for termination under Section 7.01 above, and if the nature of said breach by CONTRACTOR is, in the opinion of the CITY’s Board of Mayor and Aldermen, such that public health and safety are thereby endangered, the CITY may elect to, but shall not be required to, effect a prompt and orderly replacement of Contract Services within seventy-two (72) hours after such determination by the CITY and its Board of Mayor and Aldermen. Such determination by the CITY and its Board of Mayor and Aldermen (herein “**the CITY’s determination**”) shall be conveyed as soon as possible to the CONTRACTOR in writing. The CONTRACTOR shall cooperate completely and immediately with CITY to effect a prompt and orderly replacement of Contract Services.
- B. CONTRACTOR shall provide the ambulances and equipment used in providing Contract Services to the CITY, for a period not to exceed ninety (90) days. The CONTRACTOR and the CITY shall mutually agree upon a fair and reasonable rate of compensation to be paid by CITY to CONTRACTOR for the use by CITY of the ambulances and equipment used in providing Contract Services

7.05 DISPUTE AFTER REPLACEMENT.

- A. CONTRACTOR shall not be prohibited from disputing through litigation the CITY’s determination; provided, however, that such litigation shall not have the effect of delaying, in any way, the immediate replacement of operations, and the provision by CONTRACTOR of ambulances and equipment used in providing Contract Services and Contract Items to the CITY. Neither shall such litigation instituted by CONTRACTOR delay the CITY’s access to the CONTRACTOR’s performance bond.
- B. Notwithstanding the foregoing, any legal dispute concerning the CITY’s determination shall be initiated only after the emergency replacement described in Section 7.04 herein has been completed. CONTRACTOR’s cooperation with, and full support of, such emergency replacement process, as well as the immediate release of performance security funds to the CITY, shall not be construed as acceptance by the CONTRACTOR of the CITY’s determination, and shall not in any way jeopardize CONTRACTOR’s right to recovery should a court later determine that the CITY’s determination was in error. However, failure on the part of CONTRACTOR to cooperate fully with the CITY to effect a safe and orderly replacement of operations, including ambulances and equipment, shall constitute sufficient and justifiable cause for termination of the Contract by the CITY, even if it is later determined that the CITY’s determination was made in error.

8.00 LIQUIDATED DAMAGES

- A. The unique nature of the Contract Services that are the subject of the Contract requires that, in the event of termination for cause, the CITY must restore Contract Services immediately. In the event of such termination for cause, it would be difficult and/or impossible to determine the resulting costs and damages to the CITY of providing Contract Services.
- B. In the event of termination of this Contract for cause by CITY, CONTRACTOR shall pay the CITY liquidated damages in the amount of one hundred thousand dollars (\$100,000.00), which amount is stipulated, under said circumstances, to be a fair and reasonable estimate of CITY's potential damages at the time the parties have entered into the Contract. This liquidated damages provision is, therefore, a fair and necessary part of the Contract.

9.00 PERFORMANCE DAMAGES

The CITY may impose a penalty, as specified in Section III. 12 of this RFP, for each occurrence of the specific incidents specified. Payment by CONTRACTOR of such “**performance damages**”, as further delineated and outlined in this section, shall be made in the form of a deduction from the monthly invoice. At least fourteen (14) business days prior to the imposition of performance damages, CITY shall forward CONTRACTOR written notice of penalty (herein “**notice of penalty**”) briefly describing the incident(s), including the date(s) thereof, justifying the payment by CONTRACTOR of performance damages. If CONTRACTOR disputes CITY's response time calculation, or the imposition of any other performance damages, CONTRACTOR may appeal to the City in writing (with a copy thereof being sent to CITY) within ten (10) business days of receipt of notice of penalty. The written appeal by CONTRACTOR shall describe the problem and include an explanation of the reasons why CONTRACTOR contends such performance damages should not be assessed. The CITY shall review all appeals and issue a decision regarding the reduction or suspension of the performance damages in writing to CONTRACTOR and CITY within thirty (30) business days of receipt of such appeal. The decision of the CITY regarding such matters shall be final. In the event that any appeal of performance damages by CONTRACTOR is pending, the particular items of performance damages being appealed will not be deducted from the then current monthly invoice. Should the AOC subsequently uphold the imposition of the particular items of performance damages that were appealed, such performance damages shall appear as deductions on the next monthly invoice.

10.00 WARRANTY

The CONTRACTOR warrants that the Contract Items and Contract Services provided shall: in the case of services (i) conform to all applicable standards of care and practice in effect at the time the service is performed; (ii) be of the highest quality; and (iii) be free from all faults, defects, omissions, or errors; and in the case of products meet the specifications in the RFP. The CONTRACTOR warrants that all equipment and products provided shall be furnished to the CITY in good and working condition.

If the CONTRACTOR is notified in writing by the CITY of any faulty Contract Items or Contract Services furnished by the CONTRACTOR, the CONTRACTOR shall, at the CITY'S option, either: (i) perform again the relevant Contract Items or Contract Services to correct such fault, defect, or error, at no additional cost to the CITY; or (ii) refund to the CITY the charge paid by the CITY which is attributable to such portions of the faulty, defective, or erroneous Contract Items or Contract Services, including any costs for re-provision of the relevant Contract Items or Contract Services by other contractors. The CONTRACTOR warrants that all products provided by the CONTRACTOR shall be merchantable, be fit for the purpose intended, and shall meet the specifications of the RFP. The CONTRACTOR shall be liable for secondary, incidental and/or consequential damages of any nature resulting from any work performed by CONTRACTOR under the Contract.

11.00 FORCE MAJEURE

The obligations of CONTRACTOR hereunder are subject to, and shall be excused in the event of, riots, wars, and Acts of God.

12.00 INSURANCE

12.01. COMPREHENSIVE GENERAL LIABILITY INSURANCE. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract comprehensive general liability insurance issued by a responsible insurance company and in a form acceptable to the CITY. Coverage for CONTRACTOR on an occurrence basis against claims for bodily injury, death, or property damage shall include combined single limits of not less than two million dollars (\$2,000,000.00) per occurrence with an annual aggregate limit of not less than five million dollars (\$5,000,000.00).

12.02. AUTOMOBILE LIABILITY INSURANCE. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract automobile liability coverage in the minimum amount of two million dollars (\$2,000,000.00) combined single limits for bodily injury, death, or property damage.

12.03. WORKERS' COMPENSATION COVERAGE. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract full and complete workers' compensation coverage as required by the laws of the State of Tennessee.

12.04. ERRORS AND OMISSIONS INSURANCE. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract errors and omissions liability coverage, including, but not limited to, coverage for claims and damages alleged to have been caused by the professional negligence of CONTRACTOR's employees, in the amount of not less than two million dollars (\$2,000,000.00) per occurrence with an overall aggregate limit of not less than five million dollars (\$5,000,000.00) for claims for bodily injury, death, or property damage.

12.05. CERTIFICATES OF INSURANCE. Prior to commencement of Contract Services by the CONTRACTOR, the CONTRACTOR shall provide the CITY with certificates of insurance on all of the above policies of insurance verifying that all insurance policies are in place and effective as of the commencement of the Contract, and shall thereafter provide renewals thereof

in forms acceptable to the CITY. Said insurance policies shall be endorsed to provide, (1) that the CITY and its agents, employees, and elected officials be named as additional insureds under the policies, and (2) that the CONTRACTOR waives the right of subrogation on all the policies related to this Contract. The CITY shall be notified in writing of any reduction, cancellation, or substantial change of any policy or policies listed above at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the CITY and licensed and authorized to do business under the laws of the State of Tennessee. Failure of CONTRACTOR to provide and continue in force such insurance required above, including the minimum coverage amounts specified, shall be deemed a material breach of the Contract and sufficient cause for termination of the Contract by the CITY.

13.00 CLAIMS, LIABILITY AND INDEMNITY

The CONTRACTOR shall assume all risks in connection with the performance of this Contract, and shall be liable for any and all damages to persons or property resulting from the negligent or willful acts, errors, or omissions of the CONTRACTOR, its agents, servants and/or employees in connection with the prosecution and completion of the Contract Items and Contract Services covered by this Contract. The CONTRACTOR agrees that it will indemnify and hold the CITY and its employees, agents, and elected officials harmless from all claims of any type, including, but not limited to, claims for wrongful death, personal injury and/or property damage, and for any expenses and costs including, but not limited to, attorney's fees and court costs, howsoever arising or incurred, which may be incurred by the CITY and its agents, employees, and elected officials arising from the negligent or willful acts, errors, or omissions of the CONTRACTOR, its agents, servants and/or employees in the performance of the Contract. The CONTRACTOR shall carry sufficient general liability insurance to provide the above indemnification. The indemnities set forth herein shall survive the expiration or termination of this Contract.

CONTRACTOR expressly agrees and understands that any insurance protection required by the Contract or otherwise provided by the CONTRACTOR shall in no way limit its responsibility to indemnify, defend, save, and hold harmless the CITY, including its respective elected officials, agents, and employees.

CONTRACTOR further expressly understands that the CITY shall have no obligation for the payment of any judgment or settlement of any claims against CONTRACTOR as a result of the provision of Contract Services and/or Contract Items by CONTRACTOR under the Contract. The CITY shall also have no obligation to provide legal counsel to CONTRACTOR in the event that a suit, claim, or action of any kind of character is brought against CONTRACTOR by any person or entity as a result of the provision of Contract Services and/or Contract Items by CONTRACTOR, its agents, servants and/or employees under the Contract.

The CONTRACTOR shall notify the CITY, c/o City of Germantown, Purchasing Officer, 1930 S. Germantown Road, Germantown, TN 38138, of any suit made or filed against CONTRACTOR resulting from or relating to the CONTRACTOR's performance of its duties and obligations under the Contract.

14.00 ATTORNEY'S FEES

If any legal action or other proceeding is brought for the enforcement of this Contract or because of any alleged dispute, breach, default, or misrepresentation in connection with any provisions of the Contract and the CITY is successful therein, the CITY shall be entitled to recover from the CONTRACTOR reasonable attorney's fees, court costs, and all expenses, even if not taxable or assessable as court costs (including, without limitation, all such fees, costs and expenses incident to appeal), incurred in that action or proceeding, in addition to any other relief to which the CITY may be entitled.

15.00 EQUAL EMPLOYMENT OPPORTUNITY

15.01. NON-DISCRIMINATION. In carrying out the Contract Services under this Contract, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, disability, religion, or sex. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, national origin, age, disability, religion, or sex. Such action shall include, but not be limited to, the following: employing; upgrading; demoting; transferring; recruiting; paying recruitment compensation; and selecting for training, including apprenticeships.

15.02. POSTING AND ADVERTISING. The CONTRACTOR agrees to post in conspicuous spaces available to employees and applicants for employment a notice setting forth the provisions of the non-discrimination clause contained in Section 14.01 above. The CONTRACTOR shall, in all solicitations or advertisements for employees placed by, or on behalf of, the CONTRACTOR, state that all qualified applicants shall receive consideration for employment without regard to race, color, national origin, age, disability, religion, or sex. The CONTRACTOR shall incorporate the foregoing requirements of this Section 14.02 in all subcontracts, if any, for services or products covered by this Contract.

16.00 TRANSFER, ASSIGNMENT, OR SUBLETTING

This Contract shall not be transferred or assigned or sublet without prior written consent of the CITY.

17.00 SAFETY MEASURES

The CONTRACTOR shall take all necessary precautions for the safety of the CITY's and CONTRACTOR'S employees, and the general public, and shall erect and properly maintain at all times all necessary vehicular and facility safeguards for the protection of workmen and the public. If necessary, the CONTRACTOR shall post signs warning against hazards in and around the site where the CONTRACTOR is furnishing Contract Items and/or Contract Services.

18.00 FAMILIARITY WITH THE CONTRACT ITEMS

The CONTRACTOR, by executing this Contract, acknowledges full understanding of the extent and character of the Contract Items and Contract Services required and the conditions surrounding the provision thereof. The CITY will not be responsible for any alleged misunderstanding of the Contract Items or Contract Services to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Contract by the CONTRACTOR serves as the CONTRACTOR's stated commitment to fulfill all the conditions and obligations referred to in this Contract.

19.00 ENTIRE AGREEMENT

This Contract and all exhibits hereto constitute the entire agreement and understanding between the parties relating to the subject matter herein and shall not be modified, altered, changed, or amended unless in writing and signed on behalf of the parties. Each and every modification and amendment of this Contract must be in writing and signed by all of the parties hereto. Each and every waiver of any covenant, representation, warranty, or other provision of this Contract must be in writing and signed by each party whose interest is adversely affected by such waiver. No waiver granted in any one instance shall be construed as a continuing waiver applicable in any other instance.

20.00 PERMITS, LICENSES AND CERTIFICATES

The CONTRACTOR is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, State and local laws, ordinances, rules, and regulations, for the proper execution, delivery, and completion of the Contract Items and Contract Services under this Contract.

21.00 FIRE, THEFT, LOSS

The CONTRACTOR is responsible for all damage or loss by fire, theft, or otherwise to materials, tools, equipment, and consumables left on CITY property by the CONTRACTOR.

22.00 CONTRACTING AUTHORITY

The persons executing this Contract on behalf of the CITY and the CONTRACTOR hereby personally represent and warrant to all other parties that they have been duly authorized to execute and deliver this Contract.

23.00 THIRD PARTY BENEFICIARY

CITY and CONTRACTOR agree that the CITY is an express third party beneficiary of this Contract and, as such, may exercise and enforce all rights and remedies of the CITY hereunder, in addition to those rights and remedies expressly granted to the CITY herein.

24.00 GOVERNING LAW

This Contract is being executed and delivered and is intended to be performed in the State of Tennessee, and the laws (without regard to principles or conflicts of law) of Tennessee, and of the United States of America, shall govern the rights and duties of the parties hereto in the validity, construction, enforcement, and interpretation hereof. Any litigation brought with respect to this Contract shall be brought in a court of competent jurisdiction in Shelby County, Tennessee and the CONTRACTOR hereby consents to the jurisdiction and venue of such courts.

25.00 OPPORTUNITY FOR REVIEW

Each party has received and had the opportunity to review this Contract, and each party has had the opportunity, whether exercised or not, to have each respective party's attorneys review this Contract; and, accordingly, the normal rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Contract.

26.00 SECTION HEADINGS

The section headings contained in this Contract are for convenience of reference purposes only and are not intended to qualify the meaning of any section and shall not affect the interpretation of this Contract.

27.00 NOTICES

All notices, demands, and requests required or permitted by this Contract shall be in writing and shall be sent by facsimile transmission, air or other courier, or hand delivery as follows:

- (i) To: City of Germantown
1930 S. Germantown Road
Germantown, TN 38138
Facsimile: (901) 757-7258
- (ii) To: **[Insert Name of CONTRACTOR]**

Facsimile: () _____

Any notice, demand, or request sent by facsimile transmission shall be deemed given for all purposes under this Contract when properly transmitted by telecommunication device. Any notice, demand, or request which is hand delivered or sent by air or other courier shall be deemed given for all purposes under this Contract when received.

Any party to this Contract may change such party's address and/or facsimile number for the purpose of notices, demands, and requests required or permitted under this Contract by

providing written notice of such change of address to all of the parties, which change of address shall only be effective when notice of the change is actually received.

28.00 SEVERABILITY

If any provision of this Contract is held to be unlawful, invalid, or unenforceable under present or future laws effective during the terms hereof, such provision shall be fully severable and this Contract shall be construed and enforced as if such unlawful, invalid, or unenforceable provision was not contained herein by its severance herefrom. In addition, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part hereof a provision as similar in terms to such unlawful, invalid, or unenforceable provision as may be possible and may be lawful, valid, and enforceable. Furthermore, if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other which would render the provision valid, then the provision shall have the meaning which renders it valid

29.00 NO CONSENT TO BREACH

No consent or waiver, express or implied, by any party to this Contract to or of any breach or default by the other party to this Contract in the performance by such other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default of the same or any other obligations hereunder. Failure on the part of any party to this Contract to complain of any act or failure to act of any other party to this Contract, or to declare such party in default, irrespective of how long such failure continues, shall not constitute a waiver by the non-defaulting party of its rights hereunder.

30.00 OTHER INSTRUMENTS

The parties shall execute and deliver all other appropriate supplemental agreements and other instruments and take any other action necessary to make this Contract fully and legally effective, binding, and enforceable as between the parties and as against third parties.

[Signatures to follow on next page]

WITNESS THE DUE EXECUTION HEREOF.

**CITY OF GERMANTOWN,
TENNESSEE**

By: _____
Sharon Goldsworthy, Mayor

ATTEST:

By: _____
City Clerk/Recorder

APPROVED AS TO FORM AND
CONTENT:

City Attorney

[INSERT NAME OF CONTRACTOR]

By: _____

Its: _____

CONTRACTOR's Mailing Address:

CONTRACTOR's Telephone Number:

(_____)_____

CONTRACTOR's Facsimile Number:

(_____)_____

EXHIBIT “A”

Request for Proposal “Ambulance Services – City of Germantown”

EXHIBIT “B”
CONTRACTOR’s Proposal